

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1	<b>of</b> 115	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W56HZV-14-R-0189		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2015JAN26	
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HDB-A WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>				
<b>6. Requisition/Purchase Number</b> SEE SCHEDULE							

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:30pm (hour) local time 2015MAR12 (Date).**

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

<b>10. For Information</b>	<b>A. Name</b> MICHAEL BRUSATE	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> MICHAEL.D.BRUSATE.CIV@MAIL.MIL
<b>Call:</b>		<b>Area Code</b> (586)	<b>Number</b> 282-7293	<b>Ext.</b>	

**11. Table Of Contents**

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	56
X	B	Supplies or Services and Prices/Costs	6	<b>Part III - List Of Documents, Exhibits, And Other Attach.</b>			
X	C	Description/Specs./Work Statement	28	X	J	List of Attachments	78
X	D	Packaging and Marking	39	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	41	X	K	Representations, Certifications, and Other Statements of Offerors	79
X	F	Deliveries or Performance	49				
X	G	Contract Administration Data	53	X	L	Instrs., Conds., and Notices to Offerors	99
X	H	Special Contract Requirements	55	X	M	Evaluation Factors for Award	115

**OFFER (Must be fully completed by offeror)**

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

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

<b>13. Discount For Prompt Payment</b> (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
--	---	---	---	--

<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
---	-------------	-----------------	--

<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
Area Code   Number   Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>
--	-------------------	---

<b>22. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b> 25
---	---	-------------------

<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
---	-------------	------------------------------------	-------------

<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>
--	---	-----------------------

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MICHAEL BRUSATE  
 Buyer Office Symbol/Telephone Number: CCTA-HDB-A/(586)282-7293  
 Type of Contract 1: Firm Fixed Price  
 Kind of Contract: Other  
 Weapon System: No Identified Army Weapons Systems

\*\*\* End of Narrative A0000 \*\*\*

Non-Commercial Clauses apply to CLINs 0006/A027 and A028. Commercial Clauses apply to all other CLINs.

\*\*\* END OF NARRATIVE A0001 \*\*\*

Regulatory Cite	Title	Date
A-1	52.204-4016 WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<https://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <https://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV14R0189](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0189)

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at [https://acquisition.army.mil/asfi/BRS\\_guide.doc](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0189 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 115
---------------------------	---	-----------------------------

**Name of Offeror or Contractor:**

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release in the base contract or contract modifications, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

A-2            52.201-4000            ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON            APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

A-3            52.204-4023            NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON)            JUN/2014  
Contractors are hereby notified that there is a potential impact on contractor performance during increased FPCON during periods of increased threat. During FPCONS Charlie and Delta, services may be discontinued / postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

(End of Notice)

A-4            52.204-4024            NOTICE OF RANDOM ANTITERRORISM MEASURES PROGRAM (RAMP)            JUN/2014  
In accordance with AR 525-13, Contractor personnel working on an Army installation, arsenal, base or other DoD facility (owned or leased by DoD/Department of the Army), are subject to participation in Installation RAMP security program (e.g. vehicles searches, wearing of ID badges, etc).

(End of Notice)

A-5            52.209-4025            NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL            MAR/2013

The contractor is notified that in accordance with training requirements required in the performance of this solicitation, and subsequent contract, that the G2 Office of TACOM LCMC can provide the following training upon request to contracting personnel. This opportunity is extended to all contractor personnel performing at the Detroit Arsenal and TACOM LCMC Organizations, including Selfridge Air National Guard Base.

Training is available for AT/OPSEC requirements including but not limited to: iWatch Training, Annual Security Training, and OPSEC



---

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 115****PIIN/SIIN** W56HZV-14-R-0189**MOD/AMD**

---

**Name of Offeror or Contractor:**

---

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0189 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
0001	ELECTRONIC TECHNICAL MANUALS										
0001AA	<p>TM 9-2510-247-13&amp;P (250M FWTD)</p> <p>SERVICE REQUESTED: ELECTRONIC TECHNICAL MANUALS                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: J632N200J6 PRON AMD: 01</p> <p>DELIVERIES AND PERFORMANCE OF TM 9-2510-247-13&amp;P                      (250M FWTD) SHALL BE IAW SECTION C.7.5 AND CDRL A013.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0730</td> </tr> </table> <p>\$</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0730	1	LT		\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0730									
0001AB	<p>TM 9-2330-344-13&amp;P (XM1250 TRDT)</p> <p>SERVICE REQUESTED: ELECTRONIC TECHNICAL MANUALS                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: J632N200J6 PRON AMD: 01</p> <p>DELIVERIES AND PERFORMANCE OF TM 9-2510-247-13&amp;P                      (XM1250 TRDT) SHALL BE IAW SECTION C.7.5 AND CDRL                      A013.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0730</td> </tr> </table> <p>\$</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0730	1	LT		\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0730									



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0189 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	<p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W56HZV4252S200 Y00000 M 3  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 5 0150</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> <p><u>FIELD LIGHT KIT PRODUCTION</u></p> <p>COMMODITY NAME: FIELD LIGHT KITS                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: J632N204J6 PRON AMD: 01</p> <p>DELIVERIES AND PERFORMANCE OF FIELD LIGHT KIT                      PRODUCTION SHALL BE IAW SECTION C.8.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D FOR PACKAGING AND MARKING                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W56HZV4252S200 Y00000 M 3  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 118 0730</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</p>	118	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																							
0003	<p>REQUISITION.</p> <p><u>PROGRAM MANAGEMENT</u></p> <p>SERVICE REQUESTED: PROGRAM MANAGEMENT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>PRON: J632N200J6 PRON AMD: 01</p> <p>PROGRAM MANAGEMENT REPRESENTS CONTRACTOR EFFORT CALLED FOR IN SECTIONS C &amp; E THAT IS NOT REPRESENTED WITHIN THE CLINS CONTAINED IN THIS SOLICITATION. EXAMPLES INCLUDE: C-1, C.4.3, C.4.4, C.8.4, C.7.3.1, C.7.3.2, C.7.4.1, C.7.5.1, C.7.5.2, AND C.7.5.3</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1" data-bbox="261 1077 829 1948"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0030</td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td>002</td> <td>1</td> <td>0060</td> </tr> <tr> <td>003</td> <td>1</td> <td>0090</td> </tr> <tr> <td>004</td> <td>1</td> <td>0120</td> </tr> <tr> <td>005</td> <td>1</td> <td>0150</td> </tr> <tr> <td>006</td> <td>1</td> <td>0180</td> </tr> <tr> <td>007</td> <td>1</td> <td>0210</td> </tr> <tr> <td>008</td> <td>1</td> <td>0240</td> </tr> <tr> <td>009</td> <td>1</td> <td>0270</td> </tr> <tr> <td>010</td> <td>1</td> <td>0300</td> </tr> <tr> <td>011</td> <td>1</td> <td>0330</td> </tr> </tbody> </table>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	1	0030		\$		002	1	0060	003	1	0090	004	1	0120	005	1	0150	006	1	0180	007	1	0210	008	1	0240	009	1	0270	010	1	0300	011	1	0330	24	LO		\$ _____
DEL REL CD	QUANTITY	DAYS AFTER AWARD																																										
001	1	0030																																										
	\$																																											
002	1	0060																																										
003	1	0090																																										
004	1	0120																																										
005	1	0150																																										
006	1	0180																																										
007	1	0210																																										
008	1	0240																																										
009	1	0270																																										
010	1	0300																																										
011	1	0330																																										

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0189 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	012 1 0360				
	013 1 0390				
	014 1 0420				
	015 1 0450				
	016 1 0480				
	017 1 0510				
	018 1 0540				
	019 1 0570				
	020 1 0600				
	021 1 0630				
	022 1 0660				
	023 1 0690				
	024 1 0720				
0004	<p><u>TEST SERVICE REPRESENTATIVE</u></p> <p>SERVICE REQUESTED: TEST SERVICE REPRESENTATIVE                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>PRON: J632N200J6 PRON AMD: 01</p> <p>DELIVERIES AND PERFORMANCE OF TEST SERVICE REPRESENTATIVES SHALL BE IAW SECTION E.4.5.1.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p>	12	MO		\$ _____



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0189 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0730</td> </tr> </table> <p style="text-align: center;">\$</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0730				
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0730									
0006	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>All performance (including distribution, quantity, submission requirements, and due dates) shall be in accordance with the specific DD 1423.</p> <p style="text-align: center;">(End of narrative A001)</p>										
A001	<p><u>TECHNICAL MANUAL HAND RECEIPTS</u></p> <p>SERVICE REQUESTED: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>PRON: J632N200J6 PRON AMD: 01</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DLVR SCH</u></td> <td><u>PERF COMPL</u></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1 SEE DD FORM 1423</td> </tr> </table> <p style="text-align: center;">\$</p>	<u>DLVR SCH</u>	<u>PERF COMPL</u>	<u>REL CD</u>	<u>DATE</u>	001	1 SEE DD FORM 1423	1	LO		\$ _____
<u>DLVR SCH</u>	<u>PERF COMPL</u>										
<u>REL CD</u>	<u>DATE</u>										
001	1 SEE DD FORM 1423										
A002	<p><u>CONFERENCE AGENDA</u></p> <p>SERVICE REQUESTED: CDRL</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DLVR SCH</u></td> <td><u>PERF COMPL</u></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1 SEE DD FORM 1423</td> </tr> </table>	<u>DLVR SCH</u>	<u>PERF COMPL</u>	<u>REL CD</u>	<u>DATE</u>	001	1 SEE DD FORM 1423	1	LO		\$ _____ ** NSP **
<u>DLVR SCH</u>	<u>PERF COMPL</u>										
<u>REL CD</u>	<u>DATE</u>										
001	1 SEE DD FORM 1423										







CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0189 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A011	<p><u>TOOLS AND TEST EQUIPMENT LIST</u></p> <p>SERVICE REQUESTED: CDRL            CLIN CONTRACT TYPE:                Firm Fixed Price</p> <p>PRON: J632N200J6      PRON AMD: 01</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DLVR SCH                      PERF COMPL  <u>REL CD</u>                      <u>QUANTITY</u>                      <u>DATE</u>                001                      1                      SEE DD FORM 1423</p> <p style="text-align: center;">\$</p>	1	LO		\$ _____
A012	<p><u>DESIGN CHANGE NOTICE</u></p> <p>SERVICE REQUESTED: CDRL            CLIN CONTRACT TYPE:                Firm Fixed Price</p> <p>PRON: J632N200J6      PRON AMD: 01</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DLVR SCH                      PERF COMPL  <u>REL CD</u>                      <u>QUANTITY</u>                      <u>DATE</u>                001                      1                      SEE DD FORM 1423</p> <p style="text-align: center;">\$</p>	1	LO		\$ _____
A014	<p><u>SYSTEM SUPPORT PACKAGE LIST</u></p> <p>SERVICE REQUESTED: CDRL            CLIN CONTRACT TYPE:                Firm Fixed Price</p> <p>PRON: J632N200J6      PRON AMD: 01</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin      ACCEPTANCE: Origin</p>	1	LO		\$ _____





CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0189 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PRON: J632N200J6 PRON AMD: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p> <p>\$</p>				
A021	<p><u>PACKAGING TEST REPORT</u></p> <p>SERVICE REQUESTED: CDRL CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PRON: J632N200J6 PRON AMD: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p> <p>\$</p>	1	LO		\$ _____
A022	<p><u>LIGHT KIT LIST</u></p> <p>SERVICE REQUESTED: CDRL CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PRON: J632N200J6 PRON AMD: 01</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p>	1	LO		\$ _____











CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0189 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	SUPPORT PACKAGES NSN: 9999-99-999-9999				
0008AA	<p><u>TEST SYSTEM SUPPORT PACKAGE</u></p> <p>COMMODITY NAME: SUPPORT PACKAGES                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: J632N204J6 PRON AMD: 01</p> <p>DELIVERIES AND PERFORMANCE OF TEST SYSTEM SUPPORT PACKAGE SHALL BE IAW SECTION E.4.5.2.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D FOR PACKAGING AND MARKING                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>TEST SYSTEM SUPPORT PACKAGE SHALL BE DELIVERED 30 DAYS PRIOR TO PVT.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W56HZV4252S200 Y00000 M 3  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 1 UNDEFINITIZED</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>	1	EA	\$ _____	\$ _____
0008AB	<p><u>LOG DEMO SYSTEM SUPPORT PACKAGE</u></p> <p>COMMODITY NAME: SUPPORT PACKAGES</p>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0189 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC	<p>CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: J632N204J6 PRON AMD: 01</p> <p>DELIVERIES AND PERFORMANCE OF LOG DEMO SYSTEM SUPPORT PACKAGE SHALL BE IAW SECTION C.7.10.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D FOR PACKAGING AND MARKING                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>LOG DEMO SYSTEM SUPPORT PACKAGE SHALL BE DELIVERED 30 PRIOR TO LOG DEMO EVENT.</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 W56HZV4252S200 Y00000 M 3                      DEL REL CD QUANTITY DEL DATE                      001 1 UNDEFINITIZED</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> <p><u>TM VERIFICATION EVENT SYSTEM SUPPORT PACKAGE</u></p> <p>COMMODITY NAME: SUPPORT PACKAGES                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: J632N204J6 PRON AMD: 01</p> <p>DELIVERIES AND PERFORMANCE OF TM VERIFICATION EVENT SYSTEM SUPPORT PACKAGE SHALL BE IAW SECTION C.7.10.1</p> <p>(End of narrative B001)</p>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0189 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D FOR PACKAGING AND MARKING                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>TM VERIFICATION EVENT SYSTEM SUPPORT PACKAGE SHALL BE                      DELIVERED 30 DAYS PRIOR TO LOG DEMO.</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W56HZV4252S200 Y00000 M 3  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 1 UNDEFINITIZED</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>				

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 28 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	SEP/2013

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 14 days after contract award. The contractor shall coordinate with the Government on the date, time and location of the meeting. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting. The contractor shall deliver information in accordance with CDRLs, A002 and A003 at the SOW Meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within seven (7) business days after the meeting is held.

[End of Clause]

C-2	52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	JUL/2014
-----	------------------------	--	----------

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training AT Level I awareness training is available at <https://jkdirect.jten.mil> Course# JS-UA007-14.

C-3	52.209-4022 (TACOM)	iWATCH TRAINING	JUL/2012
-----	------------------------	-----------------	----------

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 45 calendar days of new employees commencing performance, with the results reported to the COR no later than 90 calendar days after contract award. Training may be obtained at <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>.

(End of Clause)

C-4	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	MAY/2014
-----	-------------	------------------------------------	----------

The following Xd item applies to this solicitation:

[X] 1. There is no Technical Data Package (TDP) included with this solicitation.

[ ] 2. The TDP for this solicitation resides within FedBizOpps ([://www.fbo.gov](http://www.fbo.gov)), associated with this solicitation number, and can be accessed via this URL:

-N/A-

To access the data through FBO:

- Log on to the FBO web site.
- Enter your Marketing Partner Identification Number (MPIN).
- Search for the solicitation number.
- If solicitation is Export Controlled, select Verify MPIN.

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 29 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/

Click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.

[End of clause]

C-5            52.204-4020            ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES            JUN/2012  
(TACOM)

The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

C-6            52.204-4021            CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION            JUN/2012  
(TACOM)            SYSTEMS

All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 30 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

(End of Clause)

C-7            52.204-4022            REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN            JAN/2014  
(TACOM)

a. The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), or other U.S. Government OPSEC plan, per AR 530-1, Operations Security. This SOP/Plan specifies the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

b. The contractor will receive a copy of the SOP/Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by G2, TACOM LCMC or individual organizations supporting OPSEC Officers.

c. The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

(End of Clause)

C-8            52.211-4010            ACQUISITION OF SOURCE-CONTROLLED PART NUMBER            FEB/1998  
(TACOM)

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

C-9            52.211-4018            ACQUISITION OF MANUFACTURER'S PART NUMBER            MAY/1996  
(TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

C-10           52.237-4000           CONTRACTOR MANPOWER REPORTING (CMR)            FEB/2013  
(TACOM)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

(1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 31 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

Performance Work Statement (PWS)  
Modular Catastrophic Recovery System (MCRS) Support

**C.1 Overview:** The MCRS system was manufactured and fielded for use in Operation Enduring Freedom (OEF) under an Urgent Material Release (UMR). The purpose of this contract is to enable the MCRS system to operate worldwide within the Army under a type classification, Full Material Release (FMR).

**C.1.1** The contractor shall provide Integrated Logistics Support (ILS), Field Service Representative to provide test support at Yuma Proving Grounds (YPG) for on-site technical guidance and problem resolution/corrective actions for test incident reports and deficiencies of Government Automotive and Safety testing of the MCRS, Integration of a lighting kit on the MCRS, and delivery of 123 ea. Lighting Kits required to provide infrared (IR) illumination, night vision device capability, and brightness for work area.

**C.2 Quality Assurance Surveillance Plan (QASP):** The Government will monitor the contractors performance under this contract in accordance with the Governments Quality Assurance Surveillance Plan (QASP).

**C.3 Security of Government Data:** The contractor shall have access to Government data for performance under this contract and shall conform to all security requirements. The contractor shall maintain Unclassified/For Official Use Only (U/FOUO) information at its location in accordance with AR 380-5. The contractor shall not transmit any U/FOUO information over the Internet unless it is encrypted in accordance with Federal Information Processing Standard (FIPS)140-2 security standard. Alternative dissemination methods for U/FOUO data include: secure fax; US Mail; and hand carrying the data. FOUO information may be disseminated by the contractors internal computer network provided it is protected with a security firewall and individual access is controlled by using IDs and passwords.

**C.4 Meetings and Conferences:** To the maximum extent practicable, meetings shall be conducted by electronic means and physical meetings shall be scheduled to minimize personnel resources and travel expenses. The contractor shall attend and support the following meetings and reviews as defined in more detail throughout the work statement:

- a. Start of Work (SOW) Meeting (Ref: 52.204-4003)
- b. Provisioning Conference Reviews (Ref C.7.4.5)
- c. Logistics In Processing Reviews (LOG IPRs) (ref: C.7.2)
- d. Maintenance Provisioning Program (MPP) Review (Ref C.7.3.1)
- e. Logistics Demonstration (LOG DEMO) (Ref: C.7.5.2)

**Name of Offeror or Contractor:**

f. Technical Manual Verification (TM Verification) (Ref: C.7.5.3)

## C.4.1 RESERVED

C.4.2 Weekly Telephone Conferences: The contractor shall participate in Government scheduled weekly meetings via teleconference throughout the contract performance period. The contractor shall review contract performance and provide progress assessments. Actual versus expected performance for each area shall be addressed.

C.4.3 Conference Agenda: Prior to the Start of Work Meeting (SOWM) and all Logistics In-Process Reviews (LOG IPR), the contractor shall submit a Conference Agenda in accordance with CDRL A002.

C.4.4 Meeting Minutes: In accordance with CDRL A003, the contractor shall prepare Meeting Minutes for the SOW meeting, and LOG IPRs for which an agenda has been developed.

C.5 Travel: The contractor will be required to travel CONUS during the performance of this contract. All travel shall be in accordance with the Joint Travel Regulations (JTR). The following travel is anticipated:

Yuma Proving Grounds (YPG): approximately 50 weeks  
Electronic Proving Grounds (EPG): approximately 1 week  
Dugway Proving Grounds (DPG): approximately 1 week.

C.6 Government Furnished Material/Equipment (GFM/E): The Government will provide the contractor GFM/E as outlined in Attachment 004 within 30 days of contract award.

C.7 Integrated Logistics Support (ILS) Program: The contractor shall plan, manage and execute an Integrated Logistics Support (ILS) program for the MCRS as set forth in this work statement.

C.7.1 MCRS Logistics Management Information: The Contractor shall develop and deliver the following MCRS Logistics Management Information in accordance with GEIA-STD-0007 and GEIA-HB-0007(ref: <https://www.logsa.army.mil/>):

CDRL A005 Supportability Analysis Summary (SAS), Maintenance Planning/Repair Analysis Summary  
CDRL A006 Level of Repair Analysis (LORA)  
CDRL A007 Maintenance Allocation Chart  
CDRL A008 Provisioning Parts List Index (PPLI)  
CDRL A009 Provisioning Parts List (PPL)  
CDRL A010 Supplementary Provisioning Technical Documentation (SPTD) Drawings  
CDRL A011 Tools and Test Equipment List (TTEL)  
CDRL A012 Design Change Notice (DCN)  
CDRL A013 Operators, Field Maintenance (with RPSTL) Technical Manuals  
CDRL A014 System Support Package List (SSPL)  
CDRL A015 New Equipment Training Support Package  
CDRL A016 Program of Instruction (POI)  
CDRL A017 New Equipment Training Support Package, Written Examination  
CDRL A018 New Equipment Training Support Package, Interactive Multimedia Instructions  
CDRL A019 LMI Data Products, Packaging  
CDRL A020 Special Packaging Instruction (SPI)  
CDRL A021 Packaging Test Report

C.7.2 Logistics In Process Reviews (IPRs): During the course of this contract, there shall be meetings as deemed necessary by the Government to assess the progress of the work being performed under this contract and to resolve issues. Meetings will be conducted via teleconference and/or video tele-conference (VTC), and the time, attendees, and agenda shall be coordinated by the Government. The initial IPR shall be held 90 calendar days after contract award (DAC) and scheduled every 90 days thereafter for the life of the contract. The purpose of the IPRs is to report progress on development of the information required in C.7.1 and discuss and track issues and action items for resolution. The contractor shall have supporting material and maintenance rationale for all logistics data presented for the Governments review. The contractor shall provide a meeting place, administrative support, office equipment (such as projector, electrical, and internet connections) and clerical support as required until all required data is delivered and approved. Facilities shall have adequate climate control and lighting.

C.7.3 Logistics Analysis: The contractor shall perform logistics analysis on the MCRS assemblies, sub-assemblies, spare parts, kits and tools.

C.7.3.1 Maintenance Provisioning Program (MPP) Guidance Conference/ and MPP Reviews. The contractor shall brief the maintenance analysis procedures and strategy guidance it intends to employ at the MPP conference during the Start of Work Meeting. This will be held in conjunction with the first MPP Review.

**Name of Offeror or Contractor:**

C.7.3.2 The contractor shall brief the Government on any updates or changes to any analysis procedures or strategy at each MPP Review(s) that will be held every 90 days after the Start of Work Meeting.

C.7.3.3 Bill of Material (BOM): The contractor shall provide a complete BOM 15 days after contract award in accordance with CDRL A004.

C.7.3.4 Level of Repair Analysis (LORA): The contractor shall conduct maintenance, repair and level of repair analysis on the MCRS assemblies, sub-assemblies, spare parts, kits and tools. The Contractor shall deliver the LORA within 30 days of contract award in accordance with CDRL A006. The LORA shall be performed and reported to support the most efficient and effective method of repairing the MCRS and developing maintenance procedures for the TM delivered under this contract. The LORA analysis shall determine the maintenance level at which the item should be repaired or replaced, with an evaluation threshold of \$1,500 for field and sustainment. The contractor shall not identify Field and/or Sustainment items as repairable that have a value of less than \$1,500. Field and/or Sustainment items that have a value of less than \$1,500 shall be considered consumable items. 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, facilities availability, and the maintenance concept.

C.7.3.5 National Maintenance Work Requirements (NMWR): The contractor shall develop NMWRs for all items that the LORA indicates should be repaired above Field level in accordance with CDRL A031. NMWRs shall be developed as Electronic Technical Manuals (ETM)s and will be page based manuals. NMWRs shall be developed in accordance with the version of MIL-STD 40051 and MIL-STD 2361 current at time of contract award. The contractor shall deliver two (2) hard copy printed sets and two (2) electronic sets (CD/DVD) 30 days prior to each NMWR Verification. The contractor shall provide the dressed assemblies and containers used for NMWR development for Verification. The contractor shall correct all deficiencies found as a result of the Verification. NMWR Verification shall be held to determine whether the NMWR successfully allows depot-level repair. The event will be scheduled by agreement between the Government and the contractor. The scheduling is predicated on the progress and success of test and evaluation. The MCRS NMWRs will be evaluated by the Government at NMWR Verification and the contractor shall make all required corrections to the NMWRs. Participants are Contractor, PM HTV, HTV PSID, CASCOM, and TRADOC representatives.

C.7.3.6 Supportability maintenance Analysis Summary (SAS) and Maintenance Planning/Repair Analysis Summary: The Contractor shall deliver the SAS and Maintenance Planning/Repair Analysis Summary to the Government within 30 days of contract award in accordance with CDRL A005. The summary shall identify the tools required for optimal support of the MCRS. These summaries shall also include a preliminary report formatted and containing all the elements of a MAC.

C.7.3.7 Maintenance Allocation Chart (MAC): The contractor shall develop and update a MCRS Maintenance Allocation Chart (MAC) in accordance with CDRL A007. The MAC shall be developed using the information obtained from the LORA in accordance with the latest version MIL-STD-40051A. The MAC shall identify the repair functions that must be performed, the maintenance levels responsible for the function, 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. Logistics Support Analysis (LSA) 004: LSA 004 and 020/030 Reports are acceptable formats for use as an updated MAC for all items during MPP reviews.

C.7.4 Parts Provisioning Program: The contractor shall develop a provisioning program for the MCRS and deliver a provisioning parts list (PPL) in accordance with CDRL A009 and a provisioning parts list index (PPLI) in accordance with CDRL A008. The PPL shall contain all data for the assemblies, sub-assemblies, spare parts, repair parts and kits. The contractor shall use LSA-036 Report (Attachment 007) for all provisioning items during MPP reviews.

C.7.4.1 Provisioning Data Base: The Contractor shall maintain a provisioning data base for the MCRS. The provisioning data base shall include the most recent production configurations, approved Engineering Change Proposals (ECPs) (CDRL A024), Vendor and Manufacturer parts information changes and Provisioning Technical Documentation (PTD) provided by the Government. As an example, these reports will contain Part Number Changes, Failure Factor changes, Source/Maintenance/Recoverability Code changes and additions and/or deletions throughout the contract.

C.7.4.2 The Provisioning Contract Control Numbers (PCCNs): The PCCNs (6-position, alpha-numeric) for the MCRS shall begin with C (i.e. CXXXXX).

C.7.4.3 Provisioning Control Code (PCC) and Use on Code (UOC): The acronym MCRS shall be the PCC and UOC.

C.7.4.4 Design Change Notice: The contractor shall submit Design Change Notice (DCN) information within 10 days of ECP approval for those design or part number changes which modify, add, delete or supersede any operating, maintenance or repair parts information and the contractor shall update ETM NMWR products to reflect DCN changes (CDRL A012).

C.7.4.5 Provisioning Schedule and Reviews: The contractor shall provide a provisioning performance and conference schedule at the SOW meeting in accordance with CDRL A033.

C.7.4.6 The following data shall be used in developing the PPL:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 34 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

CDRL A010 Supplementary Provisioning Technical Documentation (SPTD) Drawings

CDRL A011 Tools and Test Equipment List (TTEL) (A list of support items for the MCRS that are not currently listed in the U.S. Army Supply Catalogs. A list of Supply Catalogs can be found in DA Pamphlet 25-30, Sec. 6)

CDRL A012 Design Change Notice (DCN)

Component of End Item (COEI)

Basic Issue Item (BII)

Additional Authorized Items (AAL)

C.7.5 Technical Manuals: The contractor shall create Department of the Army (DA) formatted Operators, Field Maintenance (with Repair Parts Special Tools List / RPSTL) TMs to support the MCRS in accordance with CDRL A013.

C.7.5.1 Technical Manual Validation: The contractor shall perform 100% hands-on validation of the accuracy and usability of TMs. The Government has the right to review validation records and witness validation processes. The contractor shall notify the Government 30 days prior to start of TM validation efforts. The Government has the right to verify all publication deliverables. The Government does not intend to edit all materials at every review, but relies on complete, careful editing and review by the contractor. If there are indications that the contractor has performed incomplete or inadequate validation of the material in the TMs, the Government may perform additional reviews and/or return products for rework.

C.7.5.2 Logistics Demonstration (LOG DEMO): The contractor shall conduct LOG DEMO to demonstrate the maintainability of the MCRS. The event will be scheduled by agreement between the Government and the contractor. The scheduling is predicated on the progress and success of test and evaluation (Reference E.4.2). The MCRS TMs will be evaluated by the Government at LOG DEMO and the contractor shall make all required corrections to the TMs. Participants are Contractor, PM HTV, HTV PSID, CASCOM, and TRADOC representatives.

C.7.5.3 Technical Manual Verification (TM Verification): The contractor shall perform TM Verification to determine whether the Technical Manual successfully allows the soldier to operate and maintain the MCRS. The event will be scheduled by agreement between the Government and the contractor. The scheduling is predicated on the progress and success of test and evaluation. The MCRS TMs will be evaluated by the Government at TM Verification and the contractor shall make all required corrections to the TMs. Participants are Contractor, PM HTV, HTV PSID, CASCOM, and TRADOC representatives.

C.7.5.4 The contractor shall create DA formatted TM Hand Receipt for the MCRS in accordance with CDRL A001

C.7.5.5 Copyrights: All TMs become the property of the Government and are not subject to copyright by the contractor. When the contractor uses commercial data, which covers a subcontractors components or portions thereof, and the sub-contractors data contains copyright material, the contractor shall be responsible for obtaining a copyright release from the subcontractor and furnishing such release to the Government.

C.7.6 RESERVED

C.7.7 Training Support Package (TSP): The contractor shall produce an MCRS TSP in accordance with CDRL A015, AR 350-1, and Training & Doctrine Command (TRADOC) REG 350-70. The information in the support package shall include course material to train Government and contractor personnel on Operator Maintenance and Field Level Maintenance for the MCRS. All field level maintenance training shall include repair and troubleshooting of components and systems of the MCRS. The contractor shall also develop and deliver all training products in an editable and Microsoft (MS) Office 2007 file format (MS Word, MS PowerPoint).

C.7.7.1 Program of Instruction (POI): The contractor shall deliver a POI in accordance CDRL A016

C.7.7.2 Written Examination: The contractor shall develop two versions of written examinations in accordance with CDRL A017, AR 350-1, TRADOC REG 350-70 series, and the Armys Systems Approach to Training (SAT) criteria.

C.7.7.3 Interactive Multimedia Instructions (IMI): The contractor shall create and deliver a set of IMI that cover the effort in the POI in accordance with CDRL A018.

C.7.8 Instructor & Key Personnel Training (I&KPT): The contractor shall conduct two courses of operator training and two courses of maintenance training (a total of four classes) within 45 days after contract award. The operator training will have a maximum of 12 students per class and the maintenance training will have a maximum of 8 students per class. The training shall not exceed 40 hours per class. For each course, the contractor shall conduct one class at its facility and one class at Yuma Proving Grounds (YPG). The contractor shall provide all training support products, training aids, Common and Special Tools, and technical literature to each Government student taking the course. All MCRS training schedules shall be as mutually agreed to between the contractor and the Government Logistics POC.

C.7.9 Packaging:

C.7.9.1 Packaging Data Development: The Contractor shall develop and provide packaging data for all items identified during the provisioning process with a Source, Maintenance & Recoverability (SMR) code beginning with P excluding PR and PZ. The contractor shall

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0189	<b>Page 35 of 115</b> <b>MOD/AMD</b>
---------------------------	---	---

**Name of Offeror or Contractor:**

give packaging data development priority to repairable items, NMWR candidate items, Line Replaceable Units, and any item classified as a Special Group Item. The contractor shall develop packaging data in accordance with MIL-STD-2073-1D and each P-coded item shall be classified as a selective group item or special group item. The contractor shall provide facilities, equipment, materials, and each P-coded item for packaging development. The Contractor shall complete verification and provide support data with each data submittal. Validation support data shall include item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items. Items with assigned Contractor and Government Entity (CAGE) Codes of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044, 05047 are excluded from packaging data development.

C.7.9.2 Item Classification: The contractor shall classify each provisioned P-coded item as a Selective group item or a Special group item in accordance with MIL-STD-2073-1D and paragraphs C.7.9.2.1 and C.7.9.2.2.

C.7.9.2.1 Selective group: Items classified as Selective group items shall not have a unit pack weight exceeding 40 pounds and shall not have a dimension greater than 40 inches. In addition, the unit pack length and girth (length and width, both multiplied by 2) combined will not exceed 84 inches. A Selective group item must not require disassembly for packaging. Reconfiguration for packaging of Selective group items is limited to folding or coiling. The contractor shall not classify items as Selective if they are repairable, recoverable, contain hazardous material, or if assigned a shelf life. Packaging data output for Selective group items shall be in the form of LMI Coded Data Products (see C.7.9.3).

C.7.9.2.2 Special group: Items classified as Special group items often require sketches, figures, or narrative instructions to describe packaging requirements. The contractor shall classify items excluded from the Selective as Special group items. This includes kits, sets and items of separate parts, items requiring disassembly, repairable items, items requiring special handling or condemnation procedures, items classified as hazardous material or hazardous goods in transport, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items. Packaging data output for Special group items shall consist of Special Packaging Instructions (see C.7.9.4) and LMI Coded Data Products (see C.7.9.3).

C.7.9.3 Logistic Management Information (LMI) Coded Data Products Packaging (CDRL A019): The contractor shall develop LMI packaging data for each P-coded Selective and Special group item which will provide for the entry of information to the Governments data repository. At the contractors request, the Government may provide a MS ACCESS application that provides data formatting and edit features for coding of packaging LMI data products. The Contractor shall develop, maintain and update packaging data in accordance with MIL-STD-2073-1D, CDRL A019, Attachment A008 (Packaging Data Products), and Attachment A009 (Incoming Transaction Format).

C.7.9.4 Special Packaging Instructions (SPI) (CDRL A020): The Contractor shall develop a SPI for each item classified as a Special group item. The contractor shall develop figures and narrative data to describe the form, fit, and function of packaging in sufficient detail for production. SPI format shall be in accordance with MIL-STD-2073-1D and CDRL A020.

C.7.9.5 Packaging Test Report (CDRL A021): The contractor shall conduct validation testing for each item classified as a Special group item. The contractor shall conduct validation testing of Special group items 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). Validation testing may be limited to Test Schedule A and Test Schedule F. Climatic conditioning is not required. The contractor shall submit a packaging test report for each SPI, including photographs. Photographs shall show the product before and after testing and that the product is undamaged. Packaging test reports shall be submitted concurrently with SPI submittal and packaging LMI data products for the Special group items. The Contractor shall provide a Validation Test Report in accordance with (CDRL A021).

C.7.9.6 Development of Preparation for Shipment and Storage Work Package. The contractor shall deliver the Preparation for Shipment and Storage work package in accordance with Section C.7.5 (CDRL A013) and the Preparation for Shipment and Storage in Attachment 011.

C.7.10 System Support Package List (SSPL): The Contractor shall prepare a System Support Package List in accordance with CDRL A014.

C.7.10.1 System Support Package (SSP): The contractor shall deliver a SSP 30 days prior to the LOG DEMO event and 30 days prior to the TM Verification event. A separate SSP is needed at LOG DEMO and TM Verification events. The SSP is a pre-positioned composite package of support resources that is used to support LOG DEMO and TM Verification. All items that comprise the SSP shall be the same configuration and source used on the final vehicle design configuration.

C.7.10.1.1 SSP Content: The SSP shall consist of spare parts, equipment publications, BII and COEI, expendable supplies and required special and common tools. The contractor shall include only unique products (not military standard) in the SSP.

C.7.10.1.2 Spare parts: The contractor shall ensure that all SSPs contain a sufficient amount of parts to meet the requirements arising from scheduled maintenance, mandatory replacement items, and items that are most likely to be consumed or broken during any disassembly or assembly process (such as seals and gaskets) or the conduct of testing.

C.7.10.1.3 Equipment Publications: The contractor shall ensure that the most recent equipment publications are identified on the SSP list and included in the SSP provided to all event sites. When changes and updates are made to any publication during testing or TM Verification, the contractor shall provide them to U.S. Army Tank-automotive & Armaments Command (TACOM), Office Symbol: AMSTA-LCC-HH,

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 36 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

Warren, MI 48397 for approval and forwarding to the appropriate site(s).

C.7.10.1.4 BII and COEI: The contractor shall include BII as required by the specification and BII/COEI as required by the contractors design on the SSP list.

C.7.10.1.5 Expendable Supplies: The contractor shall identify expendable supplies such as oils and lubricants on the SSP list and shall make them available at the LOG DEMO/TM Verification site.

C.7.10.1.6 Tools: The contractor shall provide all Standard Army Tool Set (SATS) Tools and any Special Tools required to perform Maintenance Tasks at the LOG DEMO/TM Verification.

C.7.10.1.7 SSP Shortage or Damage: The contractor shall provide SSP items not furnished in sufficient quantity or items damaged during TM verification to the required location within 24 hours after notification of the shortage.

C.7.11 Facilities: The contractor shall provide facilities to support LOG DEMO and TM Verification. These facilities shall include a shop that is equipped with lifting operations and all the tools and diagnostic equipment required to perform all operations and maintenance tasks within the TMs. The contractor shall supply all technical manuals, tools, special tools, diagnostic equipment, expendable supplies, and mandatory replacement parts likely to be consumed in performing the LOG DEMO and TM Verification.

C.8 Field Light Kits (FLK):

C.8.1 FLK: The contractor shall provide and integrate a FLK which includes white and Infrared (IR) LED lights into the Modular MCRS in order to increase visibility during low-light and night recovery operations. The Kit shall be designed to be mounted primarily on the Fifth Wheel Towing and Recovery Device (FWTRD). The Kit shall utilize existing power provisions. Any required mounting brackets for Kit components, i.e., lights, controls, cable guides shall be able to withstand the shock and vibration of normal operation of the MCRS. The integrated kit shall not interfere with normal operation of the MCRS. The FLK shall meet the following requirements:

C.8.1.1 Light Emitting Diode (LED): The FLK shall consist of one or more Light Emitting Diode (LED) spotlights illuminating the winch area, one or more LED spotlight(s) illuminating the TDRT Trailer and recovery operations area; and one or more handheld work light(s).

C.8.1.2 LED Spotlights: The LED spotlights shall be motorized and capable of pivoting vertically (threshold) and rotating horizontally (objective), as well as operating in either normal (white light) or infrared (IR) mode. The LED spotlights shall be controlled by an external wired hand controller which shall be within easy reach of an operator standing next to the FWTRD.

C.8.1.3 Handheld Work Lights: The handheld work light(s) shall be mounted in cradle(s) from which they can be removed and held by the User, and possess a magnetic plate capable of temporarily attaching them to the metal frame of a vehicle where convenient. Work lights shall utilize a light source meeting Parabolic Aluminized Reflector (PAR) 36 requirements, and be capable of white (threshold) and Infra Red (IR) (objective) illumination.

C.8.1.4 Illumination: The FLK shall be capable of simultaneous illumination of the entire working area required by the Modular Catastrophic Recovery System (MCRS) during a recovery, to include the fifth wheel/controller area, the TDRT trailer itself, and sufficient distance behind the trailer to reach the maximum length of the system winches which is 150 feet (threshold).

C.8.1.5 Power/Cut Off Switch: The FLK shall have a power/cutoff switch which toggles between white and IR lighting modes. White lights shall not be able to function when the system is in IR mode.

C.8.1.6 IR Lights: IR lights shall be capable of being viewed by III Generation Night Vision Goggles, including the Army/Navy Portable Visual Search (A/N PVS) 5 and 7 series.

C.8.1.7 Hardware: The FLK shall contain all mounting hardware and provisions necessary to mount the lights and controls to the FWTRD.

C.8.1.8 Storage Space: Storage space shall be provided for the work lights and all accessories required for their operation.

C.8.1.9 Kit Cables and Hardware: Kit cables and hardware shall not interfere with normal operation of the MCRS (i.e., no physical obstructions, cables near pinch points, excessive power requirements, etc.).

C.8.2 FLK ILS Documentation: The contractor shall provide a Light Kit List in accordance with CDRL A022. The contractor shall perform Logistics Package Development on the Field Lighting Kit in accordance with the requirements and schedule specified in section C.7.2.

C.8.3 FLK Prototypes: The contractor shall deliver five prototype FLKs to the Government. The contractor shall deliver four of the five FLKs to the Government Test Site, Yuma Proving Grounds (YPG) as specified in section E.4.2. The fifth FLK shall remain at the contractor's facility to serve as a Manufacturing standard during testing and to support the ongoing ILS effort.

C.8.4 Level 2 KIT Documents (Lighting Kits and Provisioning) TDP: The contractor shall provide a Level II FLK TDP in accordance with CDRL A023. A Level II Technical Data Package (TDP) is a developmental prototype/limited production TDP which consists of those TDP elements (i.e., design drawings/models and associated lists, specifications) necessary to provide sufficient data to support the

**Name of Offeror or Contractor:**

analysis of a specific design approach, the fabrication of prototype materiel for test or experimentation, and limited production by the original design organization or with assistance from the original design organization. Upon Government approval of the FLK TDP, the contractor shall produce 118 FLKs. When no longer needed for testing, production and/or ILS support efforts, the five prototype FLKs shall be repaired/refurbished (if necessary) by the contractor to make a total of 123 FLKs for MCRS systems.

C.9 Configuration Management:

C.9.1 Configuration Changes: The contractor shall submit an Engineering Change Proposal for any configuration change to the approved baseline in accordance with CDRL A024. The contractor shall propose changes to the established configuration baseline via the submission of Engineering Change Proposals (ECPs), or Value Engineering Change Proposals (VECPs). The contractor shall implement positive configuration control methods and procedures that maintain the integrity and history of the established baseline. The contractor shall submit sufficient supporting data (drawings, supplemental drawings, sketches, specifications, manufacturer's data sheets, and cost data) with ECPs, VECPs, or Requests for Deviation (RFDs) to enable the Government to evaluate the proposed change. If the Government desires a configuration change, the PCO will issue a request for proposal to the contractor to submit an ECP.

C.9.2 Class I ECP: A Class I ECP is an ECP that affects the end item by any of the following: form, fit, function, cost, logistics, performance, reliability, maintainability, or delivery schedules. The Government may request a Class I ECP during the Production Verification Test (PVT) corrective action process to support Full Material Release. In the event the Government requests a change, the PCO will request, in writing, a technical/price proposal from the contractor. Within 5 business days of request, the contractor shall notify the PCO of the ECP submittal date. Upon determination of a need for Class I ECP changes, the contractor shall submit the proposed Class I ECP changes within 60 days. The contractor shall provide adequate supporting documentation that fully addresses technical and logistic issues as well as cost impacts. The contractor shall ensure that cost and pricing information accompanies the ECP submission or it will be rejected. The contractor's ECP submission shall include impact statements and supporting documentation which address safety, Manpower And Personnel Integration (MANPRINT), transportability, integrated logistics support, reliability, maintainability, performance and total estimated cost to implement the ECP. Contractor analysis for Integrated Logistics Support shall address impacts on provisioning (spares, tools, special tools and Peculiar Support Equipment (PSE)), maintenance and operational tasks, publications information, diagnostics planning, training, and packaging. Approval will be in the form of a PCO signed contract modification accompanied by a PCO signed ECP cover page. ECPs shall be prepared in accordance with DI-CMAN-80639, CDRL A024.

C.9.3 Class II ECP: A Class II ECP has no effect on any of the factors listed in the above Class I ECP definition. Class II changes will be reviewed for proper classification by the Government. The contractor may make Class II changes contingent upon classification concurrence by the Government. The contractor may process these changes using contractor's Standard Engineering Change Form. If during Configuration Control Board (CCB) review, the Government representative determines that a proposed Class II ECP is actually a Class I, the contractor shall prepare and submit a Class I ECP in accordance with C.9.1.2.

C.9.4 Engineering Change Proposal (ECP) Numbers: The contractor shall assign each ECP a number, continuing in sequence from the previous build, as per the ECP list (Attachment 005). The contractor shall make any required revision identified per DI-CMAN-80639, CDRL A024. Once an ECP Number is assigned to the first submission of a change proposal, the ECP shall retain that number for all subsequent submissions.

C.10 Safety Engineering and Health Hazards:

C.10.1 Safety Assessment Report (SAR): The contractor shall prepare and deliver a SAR that identifies all safety features of the hardware, software, system design, inherent hazards and any design shortfalls for the MCRS and shall establish special procedures and/or precautions to be observed by Government test agencies and system users. The contractor shall prepare the SAR in accordance with DI-SAFT-80102, CDRL A025). The contractor shall ensure that the report includes a copy of Material Safety Data Sheets for all hazardous material incorporated into the systems. In the event the system is modified or procedural changes are made after the final SAR is submitted, the contractor shall update the SAR to reflect those modifications or changes prior to the end of the contract period.

C.10.2 Health Hazard Assessment (HHA): The contractor shall identify health hazards within the SAR and make recommendations concerning engineering controls, equipment, and/or protective procedures, to reduce the associated acceptable risk. Issues to be addressed within the report shall include but not be limited to:

- a. Noise.
- b. Toxic Gases including:
  - (1) Carbon Monoxide
  - (2) Ammonia
  - (3) Oxides of nitrogen and sulfur
  - (4) Acrolein
- c. Toxic Chemicals.
- d. Ionizing or non-ionizing radiation.
- e. Heat and Cold (to include heat stress).
- f. Shock and vibration to crew members.
- g. Address the chemicals identified in the Material Safety Data Sheets to be included in the SAR (DI-SAFT-80102).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0189 <b>MOD/AMD</b>	<b>Page 38 of 115</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

C.11 Warranty: The contractor shall provide, in its own format, all applicable pass through warranties for FLK components within 30 DAC.

\*\*\* END OF NARRATIVE C0001 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 39 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: TBD

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

**Name of Offeror or Contractor:**

## (g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

## (h) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

## (k) SUPPLEMENTAL INSTRUCTIONS:

The Contractor shall preserve and package all repairable items in accordance with the approved packaging data as generated and submitted by the Contractor and approved by the Government.

Required software, technical data, reports, etc. delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival to the destination without damage to contents.

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 41 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	52.209-4000 (TACOM)	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of zero that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of one that successfully passes all specified tests, less the destructive tests, if any, shall serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

E-6	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000
-----	------------------------	--------------------------------	----------

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production 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. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-7	52.211-4017 (TACOM)	REQUIREMENTS FOR PRETREATMENTS AND CHEMICAL AGENT RESISTANT COATINGS LOCAL WARREN - PAINTED MATERIEL	MAR/2014
-----	------------------------	---	----------

## (a) Scope

(1) This clause applies to contracts requiring Chemical Conversion Coatings and Pretreatments for Metallic Substrates, Chemical Agent Resistant Coating (CARC), and their related materials. The requirements in this clause clarify and supplement those in the contract, unless nullified elsewhere in the contract or through an approved Request for Deviation.

(2) Coating qualification, spot paint repair, and MIL-DTL-16232 Phosphate Coating, Heavy, Manganese or Zinc Base coatings are not within the scope of this clause.

## (b) Definitions

(1) The contracting agency, appropriate agency, procuring authority, engineering authority, procuring agency, and procuring activity is the PCO or designee.

(2) The prime contractor is the company awarded this contract, and the subcontractors comprise all companies involved in providing

**Name of Offeror or Contractor:**

coated parts to the prime contractor, including companies that apply the coatings.

## (c) General Requirements Clarifications

- (1) The government retains the right for onsite verification of the prime contractors and its subcontractors products, processes, procedures, and test reports.
- (2) The prime contractor shall be responsible for itself and its subcontractors to produce and maintain detailed process control plans, process control data, pre-production approval testing, ongoing quality control & quality control testing, and test reports. This information shall be available upon government request.
- (3) The prime contractor shall immediately notify the PCO and the Defense Contract Management Agency (DCMA) of any failure to meet preproduction and production requirements.
- (4) Each cleaning method shall be treated as a separate step in the process documentation.
- (5) The Gage Repeatability and Reproducibility (Gage R&R) error shall be less than 30 percent for all process and product measurement systems.
- (6) Products with hexavalent chromium, including but not limited to certain fastener finishes, shall not be used. Additionally, CARC topcoats containing siliceous additives to control gloss are prohibited.
- (7) CARC primer and CARC topcoat shall not be applied directly to bare metal or plastic, except as provided for in MIL-DTL-53072.
- (8) If the contract specifies application of CARC materials over a non-CARC coating, then both CARC primer and CARC topcoat are required. The complete coating system shall meet the requirements for CARC defined in TT-C-490.
- (9) Neutral salt spray (NSS) testing shall not be used to validate compliance with materiel life cycle requirements; NSS is a production quality test and does not predict field performance.

## (d) Pre-Production Approval Clarifications

- (1) Pre-production testing shall include:
  - (i) Thickness of each layer of the coating system;
  - (ii) Coating system adhesion;
  - (iii) Salt spray performance; and
  - (iv) For phosphate pretreatments, the phosphate coating weight, crystal size and shape, and scanning electron microscope photos of the phosphate coatings at 500x and 1000x magnification.
- (2) Pre-production test samples shall be from the material used for production parts, pieces cut from production representative parts, or production representative parts. Standardized test coupons shall not be used.
- (3) Nine samples shall be produced for the required testing and shall include: three cleaned and pretreated test samples, three samples with the complete paint system and, depending on the CARC paint system, either three samples with pretreatment plus primer or three samples with metal-rich primer plus primer.
- (4) One or more ISO 17025 laboratories shall conduct pre-production testing on the nine test samples in accordance with (IAW) the applicable test method accreditations. The applicable ISO 17025 test method accreditations include ASTM B117 Salt Spray, ASTM B244 Thickness of Non-Conductive Coatings on Non-Magnetic Metals, ASTM B487 Measurement of Metal and Oxide Coating Thickness, ASTM B499 Thickness of Non-Conductive Coatings on Magnetic Metals, and ASTM D3359 Measuring Adhesion by Tape Test.
- (5) Unless required elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.
- (6) Test procedures shall be submitted IAW the Contract Data Requirements List (CDRL) DI-NDTI-80603 documenting Pretreatment and Chemical Agent Resistant Coating procedures when this CDRL is included in the contract.
- (7) Test reports from the ISO 17025 accredited labs shall be submitted for Pretreatment and Chemical Agent Resistant Coating testing specified in paragraph (d)(4) of this clause IAW the Contract Data Requirements List (CDRL) DI-NDTI-80809 when this CDRL is included in the contract.

## (e) Production Testing Clarifications

- (1) At a minimum, ongoing production quality tests shall conducted and recorded daily for coating adhesion and coating thickness, and monthly for salt spray testing. Use of ISO accredited laboratories is optional for these ongoing tests of production parts.
- (2) Production parts or pieces cut from production parts shall be used for ongoing production quality testing. Standardized test coupons shall not be used.
- (3) Unless specified elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.

(End of Clause)

E-8 52.211-4029 INTERCHANGEABILITY OF COMPONENTS  
(TACOM)

MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 43 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

(1) an "excusable delay" as defined in the DEFAULT clause of this contract.

(2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-9            52.246-4028            INSPECTION AND ACCEPTANCE POINTS: ORIGIN  
(TACOM)

NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

## INSPECTION POINT:

(Name)

(CAGE)

(Address)

(City)

(State) Zip)

## ACCEPTANCE POINT:

(Name)

(CAGE)

(Address)

(City)

(State) (Zip)

[End of Clause]

E-10            52.246-4048            DRAWINGS FOR INSPECTION  
(TACOM)

NOV/2012

When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications and any applicable Engineering Exceptions associated to the drawings, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Government's inspection requirements.

(End of Clause)

E-11            52.246-4049            DRAWINGS FOR INSPECTION--COMMERCIAL ITEMS  
(TACOM-WARREN)

AUG/2007

(a) When requested, the Contractor shall make available to the Government Inspector, the drawings and specifications to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

(b) If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Governments inspection requirements.

(c) The Government may rely on the contractors Certificate of Conformance, as outlined in FAR 52.246-15, that the commercial item tendered for acceptance conforms to the contract requirements. However, conditions may warrant that the contractor be required to make available to the Government drawings, specifications or other technical data such that the Government can determine if the commercial item meets the contract requirements. These conditions may include but not be limited to the following: 1.) Complex items or items which have quality characteristics, for which contractual conformance must be established through precise measurements and functional operation either as an individual item or in conjunction with other items. 2.) Items used in critical applications or items denoted as critical on technical data. 3.) Items with known quality conformance issues. 4.) Items with an unstable design history. 5.) Contractor changes in technical requirements, technical data, and/or production processes which impacts the fit, form or function of the item.

[End of clause]

**Name of Offeror or Contractor:**

E.1 Production Quality Deficiency Reports (PQDRs): The contractor shall investigate and provide failure analysis and corrective action to all PQDRs, generated against supplies produced under this contract. The contractor shall provide a corrective action plan which includes the nature of the investigation, root cause, action taken to correct the defects, action taken to prevent recurrence, remedial action, identification of affected material, and date of full implementation of corrective action or interim action in accordance with (DI-RELI-80254) CDRL A026. Contractor format is acceptable for this report. The proposed effectivity point shall be identified by serial number as a clean point. Contractor shall be able to turn the issue off and turn it back on justifying root cause has been effectively determined. All costs related to the PQDR investigations resulting from failure analysis and transportation to and from the field is the contractors responsibility. In all QDR investigations, resulting in the identification of deficiencies attributable to contractor workmanship or product nonconformance, the contractor shall further provide replacement components as deemed necessary by the PCO.

## E.2 Welding

E.2.1 Welding Procedures: The contractor shall perform all welding per the contractor established/Government approved weld procedures as established under contract W56HZV-09-C-0498.

E.2.2 Welder Qualification: Before assigning any welding operator to perform manual, semi-automatic or automatic welding work, or using any automatic welding equipment for work covered by this contract, the contractor shall ensure that the welding equipment has been certified, and that welding operators have passed qualification testing and use of weld coupons per the following:

- (1) American Weld Standard (AWS) D1.1 for Structural Steel
- (2) AWS D1.2 for Structural Aluminum
- (3) AWS D1.3 for Sheet Metal`

E.2.3 Weld Inspections: During performance of this contract the contractor shall verify quality, and workmanship using qualified weld inspectors. Acceptable qualification for inspectors shall be based on Current or previous certification as an AWS Certified Welding Inspector. Cetification shall be available for review upon Government request.

## E.3 FLK Inspection and Acceptance

E.3.1 FLK Prototype Inspection: The Government will perform an inspection on five (5) FLK prototypes at the contractors facility per E-1 prior to delivery to the Government Test facility.

E.3.2 FLK Production Acceptance: The Government will accept the final FLK configuration and kit documentation after deficiencies and changes identified in First Article Test (FAT) have been addressed by the contractor to the Governments satisfaction.

## E.4 Production Verification Testing (PVT)

E.4.1 PVT Approval: PVT approval and First Article Approval shall be used interchangeably. First Article Approval will be given upon successful completion of PVT. Conditional approval or disapproval shall be subject to the First Article Approval - Government Testing FAR clause 52.209-4, which is incorporated by reference. Within 90 calendar days of completion of the PVT, the PCO will notify the contractor, in writing, of the conditional approval, approval, or disapproval of the PVT.

E.4.2 PVT Scope: The Government will conduct PVT 150 DAC at Yuma Proving Grounds (YPG) on three (3) complete MCRS systems to include the Field Lighting Kit (C.8). PVT shall include performance testing (1 ea.) and 10,000 Reliability, Availability, Maintainability (RAM)/Endurance miles (2 ea.) IAW ATPD (Attachment 001) and the MCRS Operational Mode Summary/Mission Profile (OMS/MP) (Attachment 002).

E.4.3 Pre-PVT Reports: The contractor shall submit the following reports in accordance with CDRL A025 for Government approval:

- a. Safety Assessment Report: (Ref: C.10.1)
- b. Health Hazard Assessment Report (Ref: C.10.2).

E.4.4 PVT Training Materials: The contractor shall submit PVT training materials in accordance with CDRL A029.

E.4.5 PVT Support: PVT Support shall consist of Test Service Representative(s) (TSR) support, and a Test SSP.

E.4.5.1 TSR Support: The contractor shall provide TSR support at the test sites as follows: (1) approximately 50 weeks at YPG; (2) approximately one week at Electronic Proving Grounds; and (3) approximately one week at Dugway Proving Grounds (1 week). The TSRs shall support PVT for approximately 12 months. The initial TSR arrival date shall be concurrent with the delivery of the MCRS Test Assets (E.4.6).

E.4.5.1.1 Primary Responsibilities: The TSRs shall advise and make recommendations to Government personnel regarding the operation, maintenance, repair and parts supply for all MCRS and FLK test assets. During this time, the TSR shall identify and utilize existing Government tools and test equipment to the maximum extent feasible.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 45 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

E.4.5.1.2 Training: The TSR shall conduct Trailer Operator and Maintenance Training at YPG 30 days prior to the start of PVT. The PVT Training Materials (E.4.4), and the Test SSP (E.4.5.2) shall be used to support this training. The contractor shall coordinate the training schedule and any issues with the Product Manager-Heavy Tactical Vehicles (PM-HTV) Test Manager.

E.4.5.1.3 Test SSP Management: During PVT: The TSR shall be responsible for managing the TSSP inventory.

E.4.5.1.4 Security Requirements: Each TSR supporting testing shall obtain an unescorted Visitor Access to YPG which will require a security clearance. The appropriate security requirements must be met by any designated TSR supporting PVT.

E.4.5.2 Test System Support Package List (TSSPL): The contractor shall prepare a TSSPL in accordance with CDRL A030.

The MCRS configuration parts listing and illustration shall be delivered 30 days prior to the start of PVT.

E.4.5.2.1 Test System Support Package (TSSP): The contractor shall deliver a TSSP 30 days prior to PVT. The TSSP is a prepositioned composite package of support resources that will be used to support PVT. All items that comprise the TSSP shall be of the same configuration and source identified in the initial MCRS Production Configuration Baseline (E.4.4.2). The TSSP shall consist of spare parts, equipment publications, BII/COEI, and Special Tools & Test Equipment (STTE). The Government will provide storage facilities for the TSSP at YPG.

E.4.5.2.1.1 Spare Parts: The contractor shall ensure that the Test SSP contains sufficient parts to meet requirements arising from scheduled maintenance, mandatory replacement(s), and anticipated consumables during PVT. The contractor shall provide replacement items not furnished in sufficient quantity to YPG within 48 hrs of notification.

E.4.5.2.1.2 Equipment Publications (MCRS): The MCRS Commercial-Off-The-Shelf (COTS) manuals (Version 6B, dated: 30 Dec 2012) delivered to the Government under contract W56HZV-09-C-0498 shall serve as a basis for maintenance support during PVT. The contractor shall provide supplemental instructions to correct obsolete maintenance instructions contained in the COTS manuals.

E.4.5.2.1.3 Equipment Publications (FLK): The contractor shall provide Preventative Maintenance Checks and Services (PMCS) instructions on the MCRS and the FLK IAW CDRL A032.

E.4.5.2.1.4 BII/COEI: The contractor shall include BII/COEI as required by the contractors FLK design in the TSSP. The BII/COEI associated with the MCRS will be provided by the Government. Replacement MCRS BII that were not furnished in sufficient quantities will be ordered by YPG with the assistance of the TSR. The Government is responsible for all costs associated with MCRS BII replacement items.

E.4.5.2.1.5 Special Tools and Test Equipment (STTE): The contractor shall identify any STTE needed to complete PVT maintenance actions. Prior to test, STTE shall be captured in the TSSPL, the TSSP, and the supplemental MCRS/FLK Equipment Publications. During Test, STTE must be reviewed and accepted by the Government via the TWAD process (E.4.8).

**E.4.6 Test Assets**

E.4.6.1 PVT Source Pool: The MCRS (FWTRD & TDRT) accepted under contract W56HZV-09-C-0498, stored and maintained at Sierra Army Depot shall serve as the source pool for the four (4) randomly selected MCRS assets for PVT. The Government shall provide one (1) MCRS as GFE to the contractor which will be located at the contractors facility and used (a) as a manufacturing standard during test and (b) to support the Logistics demonstration specified in C.7.

E.4.6.2 Test Configuration: The initial MCRS Production Configuration Baseline will be evaluated during PVT. The current MCRS Production Configuration Baseline includes the MCRS BOM (CDRL A004), the Top-Level MCRS Drawings (Attachment 003), and the MCRS ECP List (Attachment 005). The revised MCRS Production Configuration Baseline will include the subsequent approval of any Government-directed Class I ECPs and will be documented by the Government upon First Article Approval.

**E.4.7 Pre-Test Inspection (PTI)**

E.4.7.1 The MCRS PTI shall be conducted by the Government at YPG on all MCRS test assets prior to the start of PVT. Any maintenance conducted during PTI shall be performed by the Government prior to the start of PVT. If the maintenance is not addressed in the MCRS COTS manuals or supplemental maintenance instructions provided to YPG, a Test Work Authorization Document (TWAD) may be required as specified in E.4.8.

E.4.7.2 The TSR shall advise the Government via email if the MCRS assets provided to support PVT do not reflect all of the required corrections and changes resulting from (a) Government approved Failure Analysis Corrective Action Reports (FACAR)s, (b) Government approved TWADs, and/or (c) deficiencies detected during prior Government Testing.

**E.4.8 Test Work Authorization Document (TWAD)**

E.4.8.1 The contractor shall submit a TWAD IAW CDRL A027. Each proposed MCRS solution requires PVT validation to support Full Material

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 46 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

Release. Before implementing a change to the MCRS configuration or maintenance instructions, the change must be captured in an approved TWAD. The contractor shall install TWAD-approved configuration changes on the four (4) MCRS test assets as specified in E.4.6.1.

E.4.8.2 The contractor shall obtain Government authorization prior to initiating a TWAD. The TWAD shall address a single failure mode. Multiple Test Incident Reports (TIRs) may be associated with one failure mode as determined by the Government Test Manager. A maximum of fifteen (15) major and thirty (30) minor failure modes shall be addressed under this provision.

E.4.8.3 The contractor shall account for all costs associated with the administrative submittal/revision/completion of each TWAD. The contractor shall also account for all support required to complete the TWAD process. Such support may include the purchase and shipment of new components, technical publication red-line mark-ups, an add/delete parts list, and STTE. Any contractor recommended STTE shall be approved via TWAD. The TWAD shall recommend the use of existing Government tools and test equipment to the maximum extent feasible. Any new/revised maintenance necessitated by an approved TWAD shall be performed by the contractor.

E.4.9 Test Incident Reports: The Government will generate a Test Incident Report (TIR) for each incident occurring during PVT. Test Incident Report (TIR) data are prepared by the Government test organization to provide the results of any incident occurring during PVT. The Government will use the MCRS Failure Definition Scoring Criteria (FDSC) (Attachment 006) to categorize all test incidents during PVT. TIR classifications are as follows:

E.4.9.1 A Critical TIR:

- (1) involves a catastrophic or critical hazard related to health or safety of personnel (death or severe injury or occupational illness; Categories I and II per MILSTD882);
- (2) involves a catastrophic safety hazard to the item/system under test (unplanned system loss; Category I per MILSTD882); or
- (3) reports test results that make test suspension or termination advisable.

E.4.9.2 A Major TIR:

- (1) Involves a marginal hazard to health or safety of personnel (Category III per MILSTD882);
- (2) involves a critical safety hazard to the item/system under test (unplanned major system damage; Category II per MILSTD882);
- (3) reports the inability of the test item (including diagnostic equipment, tools, publications, software\85etc.) to meet a critical or essential functional area, design, or performance requirement;
- (4) reports subtest results that reflect inadequate performance; or
- (5) involves two or more repetitive minor TIR incidents in which their cumulated effect could result in any of the above four conditions.

E.4.9.3 A Minor TIR:

- (1) reflects an actual or incipient malfunction, defect, hazard, or negative finding that does not qualify as critical or major; or
- (2) reports subtest results that reflect marginal performance.

E.4.9.4. An Information TIR: An information TIR reports modification to the tested item, current condition of the tested item, test findings, subtest results, safety release information, or other types of information.

E.4.10 Failure Analysis Corrective Action Reports (FACARs)

E.4.10.1 All Test Incident Reports (TIRs) released during PVT shall be accessed in VDLS [VISION (Versatile Information Systems Integrated On-line Nationwide) Digital Library System]. Receipt of a TIR is defined as the TIR Release Date. Upon receipt of a TIR, the Contractor shall determine the root cause of the failure and furnish a Failure Analysis and Corrective Action Report (FACAR) with the proposed corrective actions in accordance with CDRL A028. The Government will not require FACARs on non-MCRS equipment.

E.4.10.2 The contractor shall obtain Government authorization prior to initiating a FACAR. The FACAR shall address a single failure mode. Multiple Test Incident Reports (TIRs) may be associated with one failure mode as determined by the Government Test Manager. A maximum of fifty (50) major and (100) one hundred minor failure modes shall be addressed under this provision.

E.4.10.3 The Government may at its discretion approve the contractors request to defer all FACARs with associated failure modes to the FACAR of 1st occurrence. Should the Government approve this request, only one FACAR response will be required. If data emerges to repudiate the original basis for the request, the Government reserves the right to rescind its approval.

E.4.10.4 The Governments approval of FACARs shall be a condition of successful PVT completion. FACARs shall receive conditional or final

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0189	<b>Page 47 of 115</b> <b>MOD/AMD</b>
---------------------------	---	---

**Name of Offeror or Contractor:**

approval based upon the following:

E.4.10.4.1 If the FACAR closure criteria requires a design change:

- 1) The FACAR shall be revised to add the approved TWAD number(s). Each time a TWADs content is amended, the FACAR shall be revised to reflect the approved TWAD number(s) and its associated revision level(s).
- 2) If the Government requests a Class I ECP, the contractor shall add both the ECP and drawing number(s) to the FACAR once the ECP is initiated.
- 3) Should the contractor withdraw the ECP, the FACAR shall be revised to remove the ECP number from the FACAR. Should the contractor revise the ECPs content or number, the FACAR shall be revised to indicate the correct ECP number and its associated revision level.
- 4) FACARs requiring a Class I ECP will remain conditionally approved until ECP approval has been granted by the Government Configuration Control Board, and the FACAR is properly amended.

E.4.10.4.2 If the FACAR closure criteria require a quality change, the Government may request a Class I ECP for material changes and other quality changes that impact form, fit, and function.

E.4.10.4.3 If the FACAR closure criteria require a logistics change, supporting documents shall be provided as requested by the Government Corrective Action Review Board (CARB). The Government may, at its discretion, request a Class I ECP to address an ILS issue.

E.4.10.5 FACARs shall neither conflict with contractor Pre-Brief submissions to the Scoring Conference nor subsequent engineering change proposals (ECPs).

E.4.10.6 If the Government CARB determines that a FACAR fails to provide supporting documentation as required by the CDRL, the FACAR will be rejected and the contractor must submit a revised FACAR.

E.4.10.7 The Government CARB chairperson may agree with the contractor to extend or modify the time period for revised FACAR Submittals. The Government CARB Chairperson may re-open FACARs due to changes in TIR classification, increased component failure rate, or incomplete and erroneous submittals.

E.4.10.8 TIR Revisions as annotated in Data Block 1 of the TIR shall be handled in the same manner as the initial release of a TIR. FACAR Revisions shall include all data captured in previous FACAR submittals. The Government CARB Chairperson may elect to waive the requirement to re-submit a FACAR for revised TIR if it determines that no significant change was recorded in the TIR.

E.4.10.9 All identification markings and taggings placed on a failed test exhibit by the testers shall be maintained with the exhibit. Each failed test exhibit supporting the FACAR process shall not be handled in a manner that may obliterate facts which are viewed by the Government CARB as pertinent to the analysis. The contractor shall be fully responsible for the storage of each failed test exhibit (no matter where the storage facility is located) and the item(s) shall remain stored pending disposition of the failure analysis and Government CARB notification and approval. Storage timeframe shall not exceed the contract period of performance.

E.4.11 T&E Meetings: Prior to and during PVT, T&E meetings will be held with the contractor via teleconference to discuss/define test execution and/or progress.

E.4.11.1 Test Readiness Review (TRR): The Government will conduct a TRR at least 45 calendar days prior to the start of PVT. The contractor shall provide a brief configuration overview.

E.4.11.2 Test Meetings. The contractor shall participate in weekly Test Meetings via tele-conference until PVT is complete.

E.4.11.3 Scoring Conferences: The Government will conduct Scoring Conferences to evaluate the system-level RAM of MCRS test assets per the ATPD (Attachment 001) and to ensure the accuracy and completeness of each Test Incident Report (TIR). TIRs related to the MCRS performance or integration will be chargeable to Hardware/Contractor Furnished Equipment (HW/CFE). Deficiencies resulting from GFE Support Equipment, Government-directed ECPs and Government-directed TWADs shall be chargeable to Hardware/Government Furnished Equipment (HW/GFE). Incident classifications may be revised based on known test data or frequency of a particular failure mode in accordance with AR 73-1 and DA PAM 73-1.

E.4.11.3.1 Scoring Conference Schedule: The Government will provide notification of Scoring Conference schedule, processes, and procedures at the start of work meeting.

E.4.11.3.2 Scoring Conference Attendance: The contractor shall not attend or participate in the Scoring Conferences in accordance with Department of the Army (DA) and Congressional directions.

E.4.11.3.3 Scoring Conference Pre-Brief: The contractor may present a Pre-Brief to the Government to include relevant information, evidence, or opinions for consideration prior to the Scoring Conference. The submittal of a Pre-Brief is an optional activity. The

**Name of Offeror or Contractor:**

Government will provide the contractor 10-days notification on the Scoring Conference Pre-Brief suspense date. If the contractor elects to provide a Scoring Conference Pre-Brief, the document shall be submitted in a \*pdf format to the PM-HTV Test Manager five (5) calendar days prior to the scheduled Scoring Conference. Following each Scoring Conference, the Government will notify the contractor of the results through the PCO within 10 calendar days.

E.4.11.3.4 Final Scoring Conference: The Final Scoring Conference will be conducted upon release of the last TIR. The contractor is permitted to submit a final rebuttal if TIRs scores and/or classifications are (a) degraded during the Final Scoring Conference and (b) not specifically addressed by the contractor during the Final Scoring Conference Pre-Brief. The contractor has seven (7) calendar days after the Final Scoring Conference to re-submit the Final Scoring Conference Pre-Brief for consideration. The Government will notify the contractor of the Final Scoring Conference results through the PCO ten (10) calendar days after the Final Scoring Conference is conducted.

E.4.11.4 Assessment Conference: The Government may conduct an Assessment Conference if the MCRS RAM requirements (Attachment 003) are not met. The Assessment Conference will be scheduled thirty (30) days after the final Scoring Conference is conducted. The contractor may provide a Pre-Brief to support the Assessment Conference. If provided, the Pre-Brief shall address any corrective action that if implemented may reduce the frequency or likelihood of occurrence for System Aborts or (b) result in reduced maintenance time. The suggested format will be discussed with the contractor 30 days prior to the scheduled Assessment Conference.

E.4.11.5 Corrective Action Review Board (CARB) Meetings: The general purpose of the CARB is to determine the adequacy and effectiveness of the contractor's FACARs. It is recommended that the contractor's Corrective Action Review Teams (CART) participation correlates with the Government CARB, reflecting all relevant program functions (i.e. Quality, Logistics, Maintenance, Systems Engineering). The contractor shall participate by tele-conference in all CARB meetings. CARB meetings will be initiated once FACARs are received. The Government will provide notification of CARB Meeting processes and procedures at the start of work meeting. The CARB Meeting schedules are at the discretion of the Government and are subject to change. Official written notification of Government CARB decisions will be provided to the contractor via email within ten (10) days after the general CARB meeting convenes. Once the Government deems validation of any TWAD and/or component(s) sufficient, the Government may at its discretion request that the contractor generates and/or revise Class I ECP(s).

**E.5 General Security Requirements**

E.5.1 External Certification Authority (ECA) Program: The contractor shall participate in the DOD ECA Program. The ECA program allows the contractor to receive and respond to Government For Official Use Only (FOUO) encrypted e-mails. The contractor shall have non-repudiation capability and encryption capability at a minimum, the Medium Assurance (no hardware required) level for authorized personnel. The contractor shall have a DOD approved ECA program in operation NLT 10 days after contract award and it shall remain in operation throughout the contract period of performance. Information on how to participate in the DOD ECA program is available at <http://iase.disa.mil/pki/eca/index.html>.

E.5.2 Security Requirements for Government Test Site/Database Access: The Contractor shall have sufficient credentials to access Army controlled facilities (e.g. Government Test Sites) and Army-controlled information networks/databases (e.g. VISION Digital Library System) throughout the entire contract period of performance. The Contractor shall have access to For Official Use Only (FOUO) Information and Controlled Unclassified Information (CUI) as it specifically pertains to the MCRS program in support of this contract. The Contractors primary technical support shall gain Limited Privileged Access (IT-II) to perform functions stipulated in this contract.

Appropriate credentialing shall be obtained IAW TACOM Clause 52.215.4400 and Homeland Security Presidential Directive-12 (HSPD-12), dated 11 Sept 2013. Once a final credentialing determination has been made for the issuance of a Common Access Card (CAC), the Contractor shall request an account to VDLS via <https://vdls.atc.army.mil>.

\*\*\* END OF NARRATIVE E0001 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 49 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-9	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-10	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS	AFTER DATE OF CONTRACT AWARD
0002AB	5		150
0002AC	118		730
CDRLs A001-A033	*		*

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS	AFTER DATE OF CONTRACT AWARD
N/A	N/A		N/A

(d) Accelerated delivery schedule is acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost; fill in the appropriate information here:

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS	AFTER DATE OF CONTRACT AWARD

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 50 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

\*SEE DD FORM 1423

[End of Clause]

F-11 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003  
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-12 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994  
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

- [ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

\_\_\_\_\_  
(NAME)\_\_\_\_\_  
(LOCATION)

(3) Facilities for shipping by water

- [ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- [ ] are  
[ ] are not



**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 52 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

		Rec Whse 10 Tracy, Ca 95376-5000	Rec Whse 10 Tracy, Ca 95376-5000	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.**NOTE:** The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 53 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
-----------------	-------	------

G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
-----	--	----------

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

"2in1" for service CLIN(s)

"Combo" for supply CLIN(s)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A for service CLIN(s)

See 52.246-4028 for supply CLIN(s)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S0701A
Inspect By DoDAAC	S0701A
Ship To Code	See Schedule for Supplies
Ship From Code	See Schedule for Supplies
Mark For Code	See Schedule for Supplies
Service Approver (DoDAAC)	Contact COR
Service Acceptor (DoDAAC)	Contact COR
Accept at Other DoDAAC	N/A

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 54 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A for FFP CLIN(s)/Contact ACO for CPPF CLIN(s)
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

-TBD-

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

marshall.healey@dcma.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

G-2	252.204-0005	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE	SEP/2009
	(DFARS PGI)	(DFAS) - Line Item Specific: by Cancellation Date	

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 55 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 56 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

## Name of Offeror or Contractor:

## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-2	SECURITY REQUIREMENTS (AUG 1996) -- ALTERNATE I (APR 1984)	APR/1984
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-13	52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC/2012
I-14	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	MAY/2014
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-22	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-23	52.216-8	FIXED FEE	JUN/2011
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2014
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL/2014
I-30	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-31	52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY/2014
I-32	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/2014
I-33	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT	MAY/2014
I-34	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-35	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-36	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-37	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-38	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-40	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-42	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-43	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-44	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-45	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-46	52.232-1	PAYMENTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-48	52.232-11	EXTRAS	APR/1984
I-49	52.232-17	INTEREST	MAY/2014
I-50	52.232-20	LIMITATION OF COST	APR/1984
I-51	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-52	52.232-25	PROMPT PAYMENT	JUL/2013
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-54	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-55	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-56	52.233-1	DISPUTES	MAY/2014

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 57 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

## Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-57	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-58	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-59	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-60	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-61	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-64	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-65	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-66	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-67	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2014
I-68	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-69	52.245-9	USE AND CHARGES	APR/2012
I-70	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-71	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-72	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-73	52.248-1	VALUE ENGINEERING	OCT/2010
I-74	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-75	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) -- ALTERNATE IV (SEP 1996)	SEP/1996
I-76	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-77	52.249-14	EXCUSABLE DELAYS	APR/1984
I-78	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-79	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-80	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-81	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-82	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-83	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-84	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-85	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-86	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-87	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-88	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-89	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
I-90	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-91	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-92	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-93	252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS--BASIC	SEP/2014
I-94	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-95	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-96	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-97	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-98	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-99	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-100	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-101	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-102	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-103	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-104	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-105	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-106	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-107	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-108	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-109	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-110	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-111	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-112	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-113	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 58 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-114	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-115	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-116	252.239-7018	SUPPLY CHAIN RISK	NOV/2013
I-117	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-118	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-119	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-120	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-121	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-122	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-123	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-124	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-125	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-126	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
I-127	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-128	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-129	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall deliver 5 unit(s) of Lot/Item 0002AB within 150 calendar days from the date of this contract to the Government at (SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION) 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.

(b) Within 60 calendar 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 Contractors 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.

**Name of Offeror or Contractor:**

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)

I-130 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS JUL/2014

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).

--Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

  X   (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

       (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

  X   (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

       (5) [Reserved].

       (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

       (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

  X   (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

  X   (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

       (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

       (11) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

       (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

       (13) [Reserved]

       (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

       (ii) Alternate I (Nov 2011) of 52.219-6.

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 60 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

- \_\_\_ (iii) Alternate II (Nov 2011) of 52.219-6.
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_X\_ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013)(15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323)  
(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (24) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- \_X\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- \_\_\_ (26) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (27) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (28) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- \_X\_ (29) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_X\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_X\_ (31) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- \_X\_ (32) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).
- \_X\_ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
- \_X\_ (34) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).
- \_X\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_X\_ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 61 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.

\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_X\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_X\_ (43) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

\_\_\_ (44)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (46) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

\_\_\_ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_ (52) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (53) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 62 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 63 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

I-131

52.216-7

ALLOWABLE COST AND PAYMENT

JUN/2013

**(a) Invoicing.**

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

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

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

**(b) Reimbursing costs.**

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

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

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs

**Name of Offeror or Contractor:**

incurred, but not necessarily paid, for --

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

**Name of Offeror or Contractor:**

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

**Name of Offeror or Contractor:**

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

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

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

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

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

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

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

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

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0189	<b>Page 67 of 115</b> <b>MOD/AMD</b>
---------------------------	---	---

**Name of Offeror or Contractor:**

and that part of the fee (if any) not previously paid.

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

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

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

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

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

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

(End of Clause)

I-132            52.217-8            OPTION TO EXTEND SERVICES            NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than 30 days prior to the contract expiration date.

(End of Clause)

I-133            52.222-2            PAYMENT FOR OVERTIME PREMIUMS            JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed (AMOUNT TO BE NEGOTIATED) or the overtime premium is paid for work --

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

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

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

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

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

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

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

**Name of Offeror or Contractor:**

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

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

(End of Clause)

I-134                      52.222-42                      STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES                      MAY/2014  
 In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:  
 It is not a Wage Determination

Employee Class	Monetary Wage	-- Fringe Benefits
Heavy Equipment Mechanic	24.80	**
Technical Instructor//Course Developer	29.43	**
Machine Tool Operator	25.52	**
Engineering Technician II	18.91	**

\*\*See WD 05-2089 (Rev.-20) on www.wdol.gov for Fringe Benefits

(End of Clause)

I-135                      52.244-2                      SUBCONTRACTS                      OCT/2010

\*\*\*\*\* Applicable only to CLINs A027 & A028 \*\*\*\*\*

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: All intended subcontractors shall be reported to the PCO for screening through the System for Award Management (SAM).

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for

**Name of Offeror or Contractor:**

which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

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

(End of clause)

**Name of Offeror or Contractor:**

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

**Name of Offeror or Contractor:**

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 72 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-137

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 73 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189 MOD/AMD	

**Name of Offeror or Contractor:**

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

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

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

(End of clause)

I-138            52.222-35            EQUAL OPPORTUNITY FOR VETERANS            JUL/2014  
(a) Definitions. As used in this clause--

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-139            52.222-36            EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES            JUL/2014  
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-140            52.222-99            ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-00017)            JUN/2014  
(DEV 2014-00017)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labors annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 74 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

I-141                      52.223-3                      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                      JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

---



---



---

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

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

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

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

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

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 75 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

---

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

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

(End of Clause)

I-142            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-143            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-144            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of Clause)

I-145            252.223-7001            HAZARD WARNING LABELS            DEC/1991

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

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in

**Name of Offeror or Contractor:**

accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

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

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

MATERIAL (If None, Insert None.)	ACT

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

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

(End of clause)

I-146            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-147            52.219-4070            PILOT MENTOR-PROTEGE PROGRAM            APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program,

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0189 <b>MOD/AMD</b>	<b>Page 77 of 115</b>
---------------------------	---	-----------------------

**Name of Offeror or Contractor:**

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

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 78 of 115**

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

## 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>
Exhibit A	CDRLS A001-A033	19-DEC-2014	041	DATA
Attachment 0001	ATPD-2416 - MODULAR CATASTROPHIC RECOVERY SYSTEM	12-MAY-2014	034	EMAIL
Attachment 0002	MCRS OPERATIONAL MODE SUMMARY/MISSION PROFILE	24-OCT-2011	014	EMAIL
Attachment 0003	MCRS TOP DRAWINGS	28-OCT-2010	002	EMAIL
Attachment 0004	GFE-M LIST	30-MAY-2014	001	DATA
Attachment 0005	ECP LIST FOR MCRS	04-SEP-2014	001	DATA
Attachment 0006	MCRS DRAFT FDSC	06-JUN-2014	010	EMAIL
Attachment 0007	LSA036 SAMPLE	12-SEP-2014	076	EMAIL
Attachment 0008	PACKAGING DATA PRODUCTS	04-SEP-2014	002	DATA
Attachment 0009	INCOMING TRANSACTION FORMAT	04-SEP-2014	001	DATA
Attachment 0010	PREPARATION FOR SHIPMENT AND STORAGE	04-SEP-2014	001	DATA

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 79 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-5	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$14M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

(vii) 52.214-14, Place of PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 80 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

of performance is specified by the Government.

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

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

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

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

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

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

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

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

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

**Name of Offeror or Contractor:**

- (A) Basic.
- (B) Alternate I.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

K-7            252.204-7007            ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS            MAR/2014  
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

- (i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on CampusRepresentation. Applies to all solicitations with institutions of higher education.
- (iii) 252.216-7008, Economic Price AdjustmentWage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

**Name of Offeror or Contractor:**

---

- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.229-7012, Tax Exemptions (Italy)Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vi) 252.229-7013, Tax Exemptions (Spain)Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- (v) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-14-R-0189

**MOD/AMD**

**Name of Offeror or Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

K-9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JUL/2013

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

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

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

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 84 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

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

(End of provision)

K-10            52.212-3            OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY            MAY/2014  
2014) - ALTERNATE I (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certificates electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 85 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

**"Sensitive technology"--**

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

**"Service-disabled veteran-owned small business concern"--**

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

**Name of Offeror or Contractor:**

owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  
\_\_\_ is,  
\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  
\_\_\_ is,  
\_\_\_ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 87 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

---

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

---



---

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that omplies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

---



---

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \_\_\_ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 88 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It \_\_\_ has, \_\_\_ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American -- Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American -- Free Trade Agreements -- Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American--Free Trade Agreements--Israeli Trade Act:

Canadian End Products:

Line Item No.:

---

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 90 of 115**

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

---

**Name of Offeror or Contractor:**

---

---

[List as necessary]

(3) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act``:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

---

---

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American--Free Trade Agreements--Israeli Trade Act``:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

---

---

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of Origin
---------------	-------------------

---

---

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 91 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 92 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 93 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent;

\* Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as rovided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

**Name of Offeror or Contractor:**

---

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

K-11            52.225-18            PLACE OF MANUFACTURE            SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

K-12            252.209-7993            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            FEB/2014  
                   (DEV 2014-            LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR  
                   00009)            2014 APPROPRIATIONS (DEVIATION 2014-00009)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-14-R-0189

**MOD/AMD**

**Name of Offeror or Contractor:**

the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-13            252.209-7999            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            JAN/2012  
                  (DEV 2012-            LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION  
                  00004)                2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-14            252.217-7026            IDENTIFICATION OF SOURCES OF SUPPLY            NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

National                      Commercial                      Source of Supply                      Actual



**Name of Offeror or Contractor:** \_\_\_\_\_

[End of Provision]

K-17            52.215-4010            AUTHORIZED NEGOTIATORS            MAR/2013  
                   (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

[End of Provision]

K-18            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES            OCT/2008  
                   (TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (ODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of Class I and Class II ODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I ODS in performance of the contract.

(3) Indirectly requires the use of Class I or Class II ODS means that the Government's specification or technical data package, while not explicitly requiring the use of any Class I or Class II ODS, does require a feature that you can meet or produce only by the use of Class I or Class II ODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of Class I ODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no Class I ODS shall be used in meeting the requirements of this contract. If the use of Class I ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II ODS shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-19            52.225-4003            IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED            MAR/1990  
                   (TACOM)            KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

**Name of Offeror or Contractor:**

(i) [ ] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) [ ] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 99 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	JUL/2013
L-2	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
L-3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	MAY/2014
L-4	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-5	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-6	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-7	52.237-1	SITE VISIT	APR/1984
L-8	252.204-7011	ALTERNATIVE LINE-ITEM STRUCTURE	SEP/2011
L-9	252.215-7008	ONLY ONE OFFER	OCT/2013
L-10	252.239-7017	NOTICE OF SUPPLY CHAIN RISK	NOV/2013
L-11	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-12	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010
------	-----------	--	----------

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

(b) The contracting officer reserves the right to require the offeror to submit the information described in (1) below to determine reasonableness of the offered price(s). If that information is inapplicable or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (2) below.

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

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

(b) For catalog, price list or other items, evidence of prices charged customers in the commercial market, under similar circumstances. This may include copies of contracts (or invoices) with commercial customers to document the prices charged.

(2) If the contracting officer determines the submitted information to be inadequate, the offeror shall submit a breakdown of the elements of cost (material, labor, overheads, other direct costs, packaging, G&A, profit or fee, etc.) used in the development of (or to support) the proposed price. For each of these elements of cost, the contracting officer reserves the right to require the offeror to also provide enough supporting detail or rationale to enable the contracting officer to evaluate the reasonableness of the cost element(s) (FAR 15.403-1(c)(3)(ii)(c)).

(End of clause)

L-13	52.216-1	TYPE OF CONTRACT	APR/1984
------	----------	------------------	----------

The Government contemplates award of a Firm Fixed Price contract with some embedded Cost Plus Fixed Fee CLINs resulting from this solicitation.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 100 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189 MOD/AMD	
<b>Name of Offeror or Contractor:</b>		

(End of Provision)

L-14            52.233-2            SERVICE OF PROTEST            SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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

(End of Provision)

L-15            52.211-1            AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29            AUG/1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-16            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)            MAY/2014

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST <https://assist.dla.mil/online/start/>
- (2) Quick Search <http://quicksearch.dla.mil/>
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard <https://assist.dla.mil/wizard/index.cfm>
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

---

**Name of Offeror or Contractor:**

---

L-17            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

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

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

L-18            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

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

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

(End of clause)

L-19            252.215-7009            PROPOSAL ADEQUACY CHECKLIST            JAN/2014  
 252.215-7009 Proposal Adequacy Checklist.

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offerors checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
<u>GENERAL INSTRUCTIONS</u>			
1. FAR 15.408, Table 15-2 Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?	_____	
2. FAR 15.408 Table 15-2 Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.	_____	
3. FAR 15.408 Table 15-2 Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your	_____	

## Name of Offeror or Contractor:

disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?

4. FAR 15.408  
Table 15-2  
Section I  
Paragraph C(1)  
FAR 2.101  
"Cost or pricing data" \_\_\_\_\_
- Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as--
- (1) Vendor quotations;
  - (2) Nonrecurring costs;
  - (3) Information on changes in production methods and in production or purchasing volume;
  - (4) Data supporting projections of business prospects and objectives and related operations costs;
  - (5) Unit-cost trends such as those associated with labor efficiency;
  - (6) Make-or-buy decisions;
  - (7) Estimated resources to attain business goals; and
  - (8) Information on management decisions that could have a significant bearing on costs.
5. FAR 15.408  
Table 15-2,  
Section I  
Paragraph B \_\_\_\_\_
- Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?
6. FAR 15.403-1(b) \_\_\_\_\_
- Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)
7. FAR 15.408  
Table 15-2  
Section I  
Paragraph C(2)  
(i) \_\_\_\_\_
- Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?
8. FAR 15.408,  
Table 15-2,  
Section I  
Paragraph C(2)  
(ii) \_\_\_\_\_
- Does the proposal disclose the nature and amount of any contingencies included in the proposed price?
9. FAR 15.408  
Table 15-2,  
Section II \_\_\_\_\_
- Does the proposal explain the basis of all cost estimating relationships (labor hours or

**Name of Offeror or Contractor:**

- |  |   |       |
|--|---|-------|
| Paragraph A or<br>B  | material) proposed on other<br>than a discrete basis?   | _____ |
| 10. FAR 15.408,<br>Table 15-2<br>Section I<br>Paragraphs D<br>and E  | Is there a summary of total<br>cost by element of cost and<br>are the elements of cost<br>cross-referenced to the<br>supporting cost or pricing<br>data? (Breakdowns for each<br>cost element must be<br>consistent with your cost<br>accounting system, including<br>breakdown by year.)   | _____ |
| 11. FAR 15.408,<br>Table 15-2,<br>Section I<br>Paragraphs D<br>and E | If more than one Contract<br>Line Item Number (CLIN) or<br>sub Contract Line Item Number<br>(sub-CLIN) is proposed as<br>required by the RFP, are<br>there summary total amounts<br>covering all line items for<br>each element of cost and is<br>it cross-referenced to the<br>supporting cost or pricing<br>data?                               | _____ |
| 12. FAR 15.408,<br>Table 15-2,<br>Section I<br>Paragraph F           | Does the proposal identify<br>any incurred costs for work<br>performed before the<br>submission of the proposal?  | _____ |
| 13. FAR 15.408,<br>Table 15-2,<br>Section I<br>Paragraph G           | Is there a Government forward<br>pricing rate agreement<br>(FPRA)? If so, the offeror<br>shall identify the official<br>submittal of such rate and<br>factor data. If not, does the<br>proposal include all rates<br>and factors by year that are<br>utilized in the development<br>of the proposal and the basis<br>for those rates and factors? | _____ |

COST ELEMENTS

## MATERIALS AND SERVICES

- |   |  |       |
|---|--|-------|
| 14. FAR 15.408,<br>Table 15-2,<br>Section II<br>Paragraph A | Does the proposal include a<br>consolidated summary of<br>individual material and<br>services, frequently referred<br>to as a Consolidated Bill of<br>Material (CBOM), to include<br>the basis for pricing? The<br>offerors consolidated summary<br>shall include raw materials,<br>parts, components, assemblies,<br>subcontracts and services to<br>be produced or performed by<br>others, identifying as a<br>minimum the item, source,<br>quantity, and price. | _____ |
|---|--|-------|

SUBCONTRACTS (Purchased materials or services)

## Name of Offeror or Contractor:

15. DFARS  
215.404-3
- Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis? \_\_\_\_\_
16. FAR 15.404-3(c)  
FAR 52.244-2
- Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data? \_\_\_\_\_
17. FAR 15.408,  
Table 15-2,  
Note 1;  
Section II  
Paragraph A
- Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis? \_\_\_\_\_

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20
- FAR 2.101  
"commercial  
item"
- Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? \_\_\_\_\_
- a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?
- b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either--
- i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or
- ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace

**Name of Offeror or Contractor:**

made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?  
 c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?

19. Reserved

20. FAR 15.408, Table 15-2, Section II Paragraph A(1) Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? \_\_\_\_\_

INTERORGANIZATIONAL TRANSFERS

21. FAR 15.408, Table 15-2, Section II Paragraph A(2) For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2? \_\_\_\_\_

22. FAR 15.408, Table 15-2, Section II Paragraph A(1) For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1? \_\_\_\_\_

DIRECT LABOR

23. FAR 15.408, Table 15-2, Section II Paragraph B Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. \_\_\_\_\_

24. FAR 15.408, Table 15-2, Section II Paragraph B For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement \_\_\_\_\_

## Name of Offeror or Contractor:

of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?

25. FAR Subpart 22.10

If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?

INDIRECT COSTS

26. FAR 15.408, Table 15-2, Section II Paragraph C

Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)

OTHER COSTS

27. FAR 15.408, Table 15-2, Section II Paragraph D

Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?

28. FAR 15.408, Table 15-2 Section II Paragraph E

If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?

29. FAR 15.408, Table 15-2, Section II Paragraph F

When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408, Table 15-2, Section III

Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)

31. FAR 15.408, Table 15-2, Section III Paragraph B

If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided

**Name of Offeror or Contractor:**

in the format described in  
FAR 15.408, Table 15-2.III.B?

32. FAR 15.408, Table 15-2 Section III Paragraph C      For price revisions/ redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?      \_\_\_\_\_

OTHER

33. FAR 16.4      If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?      \_\_\_\_\_

34. FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D      If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?      \_\_\_\_\_

35. FAR 52.232-28      If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28?      \_\_\_\_\_

36. FAR 15.408(n) FAR 52.215-22 FAR 52.215-23      Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify:  
(i) the amount of the offerors indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s);  
and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?      \_\_\_\_\_

(End of provision)

L-20      52.209-4008      CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL      APR/1986  
(TACOM)

We caution you to enter prices for first article items and for production items that reflect a fair apportionment of total contract costs, based upon the value we will receive for those items. As the Government, we have the right to determine an offer nonresponsive if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

[End of Provision]

L-21      52.211-4047      NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL      DEC/2004

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 108 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm) . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-22 52.211-4048 NOTICE REGARDING REQUIRED MANUFACTURER'S PART NUMBER FEB/1998  
(TACOM)

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in this solicitation. As stated there, this acquisition is restricted to the manufacturer's part number or numbers identified in the Schedule (Section B), or in the Technical Data Package. Thus, with the exceptions described in paragraph b. below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, offers that propose to furnish any alternative to the required manufacturer's part number(s) will not be considered for contract award. It is understood that, by submitting an offer under this solicitation, offeror agrees to supply one of the required part numbers unless he meets the conditions set forth either in paragraph (b) below or in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM.

(b) Required Approval for Equivalent Items

(1) If a firm manufacturers an item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

(i) Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its nonlisted item.

(ii) The firm must indicate in its offer the date of the written TACOM approval of its test procedure, and the name and title of the approving official.

(iii) The firm indicates in its offer that it is in the process of having its item independently tested per the approved

**Name of Offeror or Contractor:**

test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of independent testing; and

(iv) The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the conditions set forth in paragraph (b)1 above in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering of a nonlisted part number can be obtained without delay in the anticipated date of award.

When the foregoing conditions are met, the Government reserves the right to make an award for a nonlisted item. In no other instance will award be made to any firm that does not agree to furnish one of the required part numbers listed in this solicitation.

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required part numbers, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required part, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

L-23            52.211-4049            PART NUMBERS NOT CURRENTLY APPROVED            NOV/1982  
(TACOM)

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

L-24            52.211-4050            NOTICE REGARDING SOURCE-CONTROLLED CONTRACT ITEMS            FEB/1998  
(TACOM)

(a) The drawings in the Technical Data Package for this requirement contain reference notes indicating one or more sources of supply that have previously furnished the items depicted on the drawings. Such notes also specify some sort of approval requirement, typically phrased in one of the following ways:

- (1) or equal
- (2) or approved substantial equal
- (3) Ordnance Corps approval required
- (4) Ordnance Corps engineering approval required

(b) With the exceptions described in paragraph (c) below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, the listing of sources of supply on drawings with such approval requirements means that only those listed sources may furnish the items depicted on such drawings. Thus, any offeror responding to this solicitation and not meeting the exception criteria set forth herein will be deemed to have agreed to furnish the contract item from a listed source.

(c) Required Approval for Nonlisted Part Number:

(1) When the following conditions are met, the Government reserves the right to consider and accept an offer conditioned on a manufacturer's part number not cited in the Technical Data Package. In order to be eligible for such consideration, any firm offering a nonlisted part number must:

- have received, prior to receipt of this solicitation, written TACOM approval of a test plan on its item, designed to demonstrate that the nonlisted part is physically, functionally, and mechanically interchangeable with the listed part number(s) cited herein;
- indicate in its offer the date of the formal TACOM approval of the test plan, and the name and title of the approving official;

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 110 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

- be in the process of having its nonlisted part number tested by an independent testing facility under the terms of the approved plan, or be awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
- have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering can be obtained without delay in the anticipated date of award.

(d) Any firm that cannot comply with conditions in paragraph (c) above upon submission of its offer under this solicitation, but that believes one of its part numbers to be equivalent to the approved part number(s) cited in this solicitation, is invited to begin the qualification procedure to gain approval of such nonlisted part number for purposes of future acquisition action. Please see the provision entitled PART NUMBERS NOT CURRENTLY APPROVED, which is located elsewhere in this Section L.

[End of Provision]

L-25            52.215-4003            HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES            MAY/2011  
(TACOM)            (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren  
Bid Room, Bldg 231, Mail Stop 303  
6501 East 11 Mile Road  
Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-26            52.215-4400            ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT            MAR/2013  
CONTRACTOR INVESTIGATION/CLEARANCE. Reference AR25-2, AR 380-67, DoD 5200.2-R and Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008). All contractors and consultants that access government owned or operated automated information systems, networks, or databases and to safeguard controlled unclassified information shall have a favorable background investigation as required above references positions designated as IT-I, IT-II or IT-III to perform functions stipulated in contract scope of work. The minimum investigative requirements are as follows: IT-I (Privileged Access) = Single Scope Background Investigation (SSBI); IT-II (Limited Privileged Access) = National Agency Check with Law and Credit Check (NACLC); IT-III (Non-Privileged Access) = National Agency Check with Inquiries (NACI). An investigation in-process is acceptable if the 7th Signal Command Designated Approval Authority (DAA) has granted an IT Waiver. Investigations will be coordinated with the G2, TACOM LCMC (AMSTA-CSS / 586-282-6262) and investigations will be through the

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 111 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

Personnel Security Investigations Portal Center of Excellence (PSIP COE). Non-U.S. citizens shall be Permanent Resident Aliens with requisite investigation. All personnel shall receive and certify to an Information Systems Security Briefing.

( End of Provision )

L-27 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-28 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- APR/2013  
DISCLOSURE STATEMENT

a) **APPLICABILITY.** This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term contractor employee includes employees, agents, or representatives and all employees, agents, or representatives and all employees, agents or representatives of all subcontractors, suppliers and consultants.

b) **DETROIT ARSENAL ACCESS.**

1) All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation.

2) At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).

c) **BADGES.**

1) **Badges/Passes.** Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).

2) **Obtaining Badges.** Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.

3) **Returning Badges.** The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.

4) **Badge Guidance.**

a) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.

b) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

c) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with

**Name of Offeror or Contractor:**

any contract with TACOM-Warren.

- d) MEETING ATTENDANCE. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.
- e) CLASSIFIED ACCESS. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.
- f) REGULATORY COMPLIANCE. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.
- g) NON-DISCLOSURE AGREEMENT. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR  
NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer verbally within two business days, followed up in writing within five business days.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 113 of 115</b>
	PIIN/SIIN W56HZV-14-R-0189	MOD/AMD

**Name of Offeror or Contractor:**

PRINTED NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 EMPLOYER: \_\_\_\_\_

[End of Provision]

L-29 DA, 52.215- ABILITY ONE SUBCONTRACTING CREDIT APR/2010  
 5111

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see [http://www.acq.osd.mil/dpap/cpic/cp/abilityone\\_program.html](http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html)

[End of provision]

L-30 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2013

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

[End of Provision]

L-31 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996  
 (TACOM) TOOLING

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0189 <b>MOD/AMD</b>	<b>Page</b> 114 <b>of</b> 115
---------------------------	--	-------------------------------

**Name of Offeror or Contractor:**

particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 115 of 115

PIIN/SIIN W56HZV-14-R-0189

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

MCRS\_CDRL\_LIST

A001 Technical Manual Hand Receipts  
A002 Conference Agenda  
A003 Conference Meeting Minutes  
A004 Bill of Material (BOM)  
A005 Supportability Analysis Summaries (SAS), Maintenance Planning/Repair Analysis Summary  
A006 Level of Repair Analysis (LORA)  
A007 Maintenance Allocation Chart (MAC)  
A008 Provisioning Parts List Index (PPLI)  
A009 Provisioning Parts List (PPL)  
A010 Supplementary Provisioning Technical Documentation (SPTD)/ Drawings  
A011 Tools and Test Equipment List (TTEL)  
A012 Design Change Notice (DCN)  
A013 Operators, Field Maintenance (with RPSTL) Technical Manuals  
A014 System Support Package List (SSPL)  
A015 New Equipment Training Support Package (NETSP)  
A016 NETSP Program of Instruction (POI)  
A017 NETSP Written Examination  
A018 NETSP Interactive Multimedia Instructions (IMI)  
A019 Data Products Packaging  
A020 Special Packaging Instruction (SPI) Packaging  
A021 Packaging Test Report  
A022 Light Kit List  
A023 Level 2 Kit Documents (Lighting Kits and Provisioning)  
A024 Engineering Change Proposals (ECPs)  
A025 Safety Assessment Report & Health Hazard Assessment Report  
A026 Corrective Action Plan  
A027 Test Work Authorization Document (TWAD)  
A028 Failure Analysis Corrective Action Report (FACAR)  
A029 PVT Training Package  
A030 Test Support Package List (TSPL)  
A031 National Maintenance Work Requirements (NMWR)  
A032 Supplemental Maintenance Instructions  
A033 Provisioning Conferences

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

```

-----
A. CONTRACT LINE ITEM NO.: A001          D. SYSTEM/ITEM....: MCRS
B. EXHIBIT.....: A                    E. CONTRACT/PR NO.: TBD
C. CATEGORY.....: OTHER                F. CONTRACTOR.....: TRU-HITCH
-----
  
```

1. DATA ITEM NO.....: A001
2. TITLE OF DATA ITEM: Technical Manual Hand Receipts
3. SUBTITLE.....:
4. AUTHORITY.....: MIL-PRF-32436
5. CONTRACT REFERENCE: C.7.5.4
6. REQUIRING OFFICE..: AMSTA-LCC-HH
7. DD250 REQ.....: LT
8. APP CODE.....:
9. DIST. STMT. REQD..: D
10. FREQUENCY.....: As Required
11. AS OF DATE.....: As Required
12. DATE OF FIRST SUB.: SEE BLK 16
13. DATE OF SUBS. SUB.: SEE BLK 16

```

-----
14. DISTRIBUTION      A. ADDRESSEES      B. COPIES      DRAFT      FINAL
-----
SFAE-CSS-TS-H: mailto:dale.r.schrock.civ@mail.mil      1      1
AAMSTA-LCC-HH: mailto:Karen.a.durkin4.civ@mail.mil      5      5

Submittal Letter:
SFAE-CSS-TS-H: paul.r.bidinger.civ@mail.mil      5      5
CCTA-HDB-A: Michael.d.brusate.civ@mail.mil      1      1
15. TOTAL:      12      12
-----
  
```

16. REMARKS:

The contractor shall create Department of the Army (DA) formatted Hand Receipts to support the MCRS. XM20 FWTRD data will be incorporated into TM 9-2510-247-10-HR. The TDRT will be incorporated into TM 9-2330-344-10-HR.

Draft Electronic Product (DEP): Contractor shall deliver corrected draft MCRS Hand Receipts within 30 days after conclusion of the MCRS LOG DEMO. These drafts shall include all LOG DEMO and Hardware Test corrections and used for the Technical Manual Verification.

The contractor shall deliver corrected draft MCRS Hand Receipts within 30 calendar days after the conclusion of the LOG DEMO and TM Verification. The Government will make a final review of the Hand Receipts and the contractor shall make any final corrections within 60 days of final comments. The contractor shall deliver final MCRS Hand Receipts in ETM format and paper. These ETMs shall be developed and delivered as intelligent linkable Acrobat (.pdf) files. The contractor shall deliver all word processing files on a CD/DVD, to include Extendable Markup Language (XML) tagged files as well as Computer Graphics Metafile (CGM) or Tagged Image File Format (TIFF) illustration files used to generate the manual. All source files must be in editable format.

EMS NG Control files shall also be delivered and include the following:

- a. Configuration Files
- b. Paper Layout Files
- c. Applicability Files
- d. FGC Files
- e. Master Task List or Publish Matrix
- f. Any other EMS NG Schema used

All of the above source files need to be formatted on the deliverable (CD/DVD) exactly the same as used within the EMS NG Publisher environment (folders, schema files, etc.)

Final Draft Electronic Product (FDEP): Contractor shall deliver a corrected draft MCRS Hand Receipts within 30 days after conclusion of the Technical Manual Verification.

The final ETMs must include embedded fonts, no Unicode problems, contain no scanned pages, and must be searchable.

Preliminary Draft Electronic Product (PDEP): Contractor shall deliver draft MCRS Hand Receipts 300 DAC to support Logistics Demonstration (LOG DEMO).

The contractor will make corrections to the MCRS Hand Receipts 30 days after the Government makes the final review.

-----  
17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:  
-----

G. PREPARED BY: Karen Durkin

H. DATE:

I. APPROVED BY: Dale Schrock

J. DATE:















-----  
G. PREPARED BY: Joseph Sattler

H. DATE:

I. APPROVED BY: Dale Schrock

J. DATE:



G. PREPARED BY: Joseph Sattler  
I. APPROVED BY: Dale Schrock

H. DATE:  
J. DATE:



The Contractor shall make corrections and return to Government for comment within 30 days.

1st Provisioning Conference: 90 DAC (for first 1500 parts)

Any additional provisioning conferences to be determined based on total number parts to be provisioned (1500 parts per provisioning conference)

-----  
17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Joseph Sattler

H. DATE:

I. APPROVED BY: Dale Schrock

J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A011                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

1. DATA ITEM NO.....: A011  
 2. TITLE OF DATA ITEM: Tools and Test Equipment List (TTEL)  
 3. SUBTITLE.....:  
 4. AUTHORITY.....: DI-ILSS-80868  
 5. CONTRACT REFERENCE: C.7.4.6  
 6. REQUIRING OFFICE..: AMSTA-LCC-HH  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16  
 -----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	dale.r.schrock.civ@mail.mil		1	1
AMSTA-LCC-HH:	joseph.w.sattler.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
		15. TOTAL:	4	4

-----  
 16. REMARKS:

Contractor shall deliver a TTEL to the Government 60 DAC.

-----  
 17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
 G. PREPARED BY: Joseph Sattler                    H. DATE:  
 I. APPROVED BY: Dale Schrock                    J. DATE:





of the Technical Manual Verification.

The final ETMS must include embedded fonts, no Unicode problems, contain no scanned pages, and must be searchable.

Preliminary Draft Electronic Product (PDEP): Contractor shall deliver draft MCRS technical manuals 300 DAC to support Logistics Demonstration (LOG DEMO).

The contractor will make corrections to the MCRS manuals 30 days after the Government makes the final review.

-----  
17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:  
-----

G. PREPARED BY: Karen Durkin

H. DATE:

I. APPROVED BY: Dale Schrock

J. DATE:



-----  
 A. CONTRACT LINE ITEM NO.: A015                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                        F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

1. DATA ITEM NO.....: A015  
 2. TITLE OF DATA ITEM: New Equipment Training Support Package (NETSP)  
 3. SUBTITLE.....: N/A  
 4. AUTHORITY.....: DI-ILSS-80872  
 5. CONTRACT REFERENCE: C.7.7  
 6. REQUIRING OFFICE..: AMSTA-LCL-FT  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	dale.r.schrock.civ@mail.mil		1	1
AMSTA-LCL-FT:	lee.k.kyle.civ@mail.mil		3	3
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
15. TOTAL:			6	6

-----

16. REMARKS:

The Contractor shall provide two digital and one hard copy of the draft Training Support Package (TSP) with submission of DEP manuals (ref CDRL A014 Operators, Field Maintenance (with RPSTL) Technical Manual) within 45 days after completion of TM Verification.

Revised draft NET Package delivery is due 30 days after receipt of Government review comments.

The TSP will include, at a minimum: IMIs, Program of Instructions, End of Course Examinations and other training support products used during the MCRS course required to permit the unit to develop and conduct effective and efficient sustainment training (ST) programs upon completion of MCRS course.

Final NET package is to be delivered within 30 days of Government approval of revised draft NET Package.

Final NET Package is to be in a Government approved editable formNEWat.

Any deficiencies found by the Government shall be corrected, at no additional cost to the Government, by the Contractor within 30 days after Government notification to the contractor.

All training products shall be in an editable and Microsoft (MS) Office 2007 file format (MS Word, MS PowerPoint).

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Lee Kyle                                H. DATE:  
 I. APPROVED BY: Dale Schrock                            J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A016                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

1. DATA ITEM NO.....: A016  
 2. TITLE OF DATA ITEM: NETSP Program of Instruction (POI)  
 3. SUBTITLE.....:  
 4. AUTHORITY.....: DI-ILSS-80872  
 5. CONTRACT REFERENCE: C.7.7.1  
 6. REQUIRING OFFICE..: AMSTA-LCL-FT  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	dale.r.schrock.civ@mail.mil		1	1
AMSTA-LCL-FT:	lee.k.kyle.civ@mail.mil		3	3
			* each instructor	
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
		15. TOTAL:	9	9

-----

16. REMARKS:

The Contractor shall provide two digital and one hard copy of the draft POI package with submission of DEP manuals [ref CDRL A014 Operators, Field Maintenance (with RPSTL) Technical Manuals] within 45 days after completion of TM Verification.

The POI will be developed within the Armys System Approach to Training (SAT) criteria IAW AR 350-1 and TRADOC REG 350-70 series. The POI will include the following items:

- a. Course Training Schedule.
- b. Lesson Plans.
- c. Student Guide.
- d. Instructors Guide.
- e. Sign-In Roster
- f. Certificate of Training
- g. Course Critiques
- h. Critical Task list for OPNET and for FLMNET

The Government will have 60 days to review the POI and return it to the contractor for correction.

Revised draft POI package delivery is due 30 days after receipt of Government review comments..

Final POI package is to be delivered within 30 days of Government approval of revised draft POI Package. Final copy is to be in a Government approved editable format.

-----  
 17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
 G. PREPARED BY: Lee Kyle H. DATE:  
 I. APPROVED BY: Dale Schrock J. DATE:  
 -----

A. CONTRACT LINE ITEM NO.: A017 D. SYSTEM/ITEM...: MCRS  
 B. EXHIBIT.....: A E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

- 1. DATA ITEM NO.....: A017
- 2. TITLE OF DATA ITEM: NETSP Written Examination
- 3. SUBTITLE.....:
- 4. AUTHORITY.....: DI-ILSS-80872
- 5. CONTRACT REFERENCE: C.7.7.2
- 6. REQUIRING OFFICE..: AMSTA-LCL-FT
- 7. DD250 REQ.....: LT
- 8. APP CODE.....:
- 9. DIST. STMT. REQD..: D
- 10. FREQUENCY.....: As Required
- 11. AS OF DATE.....: As Required
- 12. DATE OF FIRST SUB.: SEE BLK 16
- 13. DATE OF SUBS. SUB.: SEE BLK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	dale.r.schrock.civ@mail.mil		1	1
AMSTA-LCL-FT:	lee.k.kyle.civ@mail.mil		3	3
			* each student	

Submittal Letter:

SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1

15. TOTAL: 9 9

16. REMARKS:

The Contractor shall develop and deliver two versions of a written examination addressing information presenting during the course of instruction within 45 days after completion of TM Verification.

These written examinations shall only address information that was presented during the course of instruction.

Each test shall consist of 25 questions and shall cover all lessons taught during the course.

The Government will have 30 days to review the written examinations and return them to the Contractor for corrections.

The Contractor will apply the corrections and return the written examinations to the Government within 15 days.

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Lee Kyle H. DATE:  
 I. APPROVED BY: Dale Schrock J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A018                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

1. DATA ITEM NO.....: A018  
 2. TITLE OF DATA ITEM: NETSP Interactive Multimedia Instructions (IMI)  
 3. SUBTITLE.....:  
 4. AUTHORITY.....: DI-ILSS-80872  
 5. CONTRACT REFERENCE: C.7.7.3  
 6. REQUIRING OFFICE..: AMSTA-LCL-FT  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16  
 -----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	dale.r.schrock		1	1
AMSTA-LCL-FT:	lee.k.kyle.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
15. TOTAL:			4	4

-----  
 16. REMARKS:

The Contractor shall create and deliver, for the Governments review and verification, a set of Interactive Multimedia Instructions (IMI) that cover the effort in the Program of instruction (POI) and can be used as part of the Training Support Package (TSP) within 45 days after completion of TM Verification.

The Government will have 60 days to review the IMIs and return them to the Contractor for correction. The Contractor will apply the corrections and return the IMIs to the Government within 30 days.

The IMIs will be developed within the Armys System Approach to Training (SAT) criteria IAW AR 350-1 and TRADOC REG 350-70 series.

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Lee Kyle                                 H. DATE:  
 I. APPROVED BY: Dale Schrock                            J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A019                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

1. DATA ITEM NO.....: A019  
 2. TITLE OF DATA ITEM: Data Products Packaging  
 3. SUBTITLE.....:  
 4. AUTHORITY.....: DI-SESS-81758  
 5. CONTRACT REFERENCE: C.7.1, Attachments A and B  
 6. REQUIRING OFFICE..: AMSTA-LCL-ISP  
 7. DD250 REQ.....: LT  
 8. APP CODE.....: A  
 9. DIST. STMT. REQ...: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H	dale.r.schrock.civ@mail.mil		1	1
AMSTA-LCL-ISP:	eric.j.wasiloff.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
		15. TOTAL:	4	4

-----

16. REMARKS:

Format and content are described in GEIA-STD-0007 and clarified/tailored by two attachments:

1. Attachment A, Logistics Management Information Packaging Data Products
2. Attachment B, Incoming Transaction Format

The following data element positions as defined in Attachment B will be left blank: 17, 27-28, 38, 114, 158, 209, 215-336

BLK 12 First submittal due 60 days after first provisioning conference

BLK 13 Subsequent submittals are due by 25th of each month after contract award. Final data shall be submitted no later than 730 DAC.

For Engineering changes and logistics changes, submit within 60 days after approved change.

LMI Data Products for all Special Group Items shall be submitted with the Special Packaging Instruction.

Packaging:

Repro = electronic copy delivery to email:

ASMTA-LCL-ISP: eric.j.wasiloff.civ@mail.mil

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Eric Wasiloff                    H. DATE:  
 I. APPROVED BY: Dale Schrock                    J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A020                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

- 1. DATA ITEM NO.....: A020
- 2. TITLE OF DATA ITEM: Special Packaging Instruction (SPI)
- 3. SUBTITLE.....: Packaging
- 4. AUTHORITY.....: DI-PACK-80121
- 5. CONTRACT REFERENCE: C.7.9.4
- 6. REQUIRING OFFICE..: AMSTA-LCL-ISP
- 7. DD250 REQ.....: LT
- 8. APP CODE.....: A
- 9. DIST. STMT. REQD..: D
- 10. FREQUENCY.....: As Required
- 11. AS OF DATE.....: As Required
- 12. DATE OF FIRST SUB.: SEE BLK 16
- 13. DATE OF SUBS. SUB.: SEE BLK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H	dale.r.schrock.civ@mail.mil		1	1
AMSTA-LCL-ISP:	eric.j.wasiloff.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
15. TOTAL:			4	4

16. REMARKS:

BLK 12 First submittal due 30 days after provisioning.

BLK 13 Subsequent submittals due by 25th of each month after contract award. Submit concurrently with Validation Report. Final data shall be submitted no later than 730 DAC.

Special Packaging Instructions must be submitted electronically in a format that is readable and editable by the Government (currently MS Word Office) Repro copy = Electronic delivery CD ROM or email.

Packaging:

Repro = electronic copy delivery to email:  
 ASMTA-LCL-ISP: mailto:dale.r.schrock.civ@mail.mil

- 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Eric Wasiloff                    H. DATE:  
 I. APPROVED BY: Dale Schrock                    J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A021                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

1. DATA ITEM NO.....: A021  
 2. TITLE OF DATA ITEM: Packaging Test Report  
 3. SUBTITLE.....:  
 4. AUTHORITY.....: DI-PACK-80457  
 5. CONTRACT REFERENCE: C.7.9.5  
 6. REQUIRING OFFICE..: AMSTA-LCL-ISP  
 7. DD250 REQ.....: LT  
 8. APP CODE.....: A  
 9. DIST. STMT. REQ...: D  
 10. FREQUENCY.....: ONE/R  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	dale.r.schrock.civ@mail.mil		1	1
AMSTA-LCL-ISP:	eric.j.wasiloff.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
15. TOTAL:			4	4

-----

16. REMARKS:

BLK 12 Submittal due 60 days after completion of each Provisioning Conference

The Government will have 60 days to review the Validation Testing Report and return to Contractor for correction.

BLK 13 Resubmit within 15 days after receipt of Government comments.

BLK 14 Submit electronically in a format that is readable and editable by the Government (currently MS Word Office) Repro copy = Electronic delivery CD ROM or email.

Packaging:  
 Repro = electronic copy delivery to email:  
 ASMTA-LCL-ISP: mailto:michael.d.brusate.civ@mail.mil

Special Group Items: Validation testing of Special Packaging Instruction (SPI) prototypes shall be in accordance with ASTM D 4169 Standard Practice for Performance Testing of Shipping Containers and Systems Acceptance Criteria 3, Distribution Cycle 18, Assurance Level I for items not previously tested. Items with previously approved documented test results may be exempt from validation testing. Validation testing may be limited to Test Schedule A and Test Schedule F. Replicate testing and climatic conditioning are not required. Each SPI submitted shall have a validation report including photographs. Photographs shall show the product is undamaged.

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Eric Wasiloff                    H. DATE:  
 I. APPROVED BY: Dale Schrock                    J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A022                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

1. DATA ITEM NO.....: A022  
 2. TITLE OF DATA ITEM: Light Kit List  
 3. SUBTITLE.....:  
 4. AUTHORITY.....:  
 5. CONTRACT REFERENCE: C.8.2  
 6. REQUIRING OFFICE..: AMSTA-LCC-HH  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	jeffrey.g.ruehs.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
15. TOTAL:			3	3

-----

16. REMARKS:

The contractor shall provide draft FLK documentation to include the kit contents list, operation, installation and removal instructions (to include troubleshooting tasks) and illustrations.

Contractor shall deliver a MCRS Light Kit List to the Government 30 days prior to Validation/Verification of Testing, to be held at YPG.

The government shall accept final kit configuration and kit documentation after deficiencies and changes identified at the Lighting Kit Val/Ver have been addressed by Tru-Hitch to the governments satisfaction.

List shall be in contractor format. Report shall provide a list of lighting contents, operation, installation, removal instructions, and illustrations.

All tools and materials required for kit installation shall be identified and listed as part of the kit content list/instructions.

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:

-----  
 G. PREPARED BY: Angela Johnson                    H. DATE:  
 I. APPROVED BY: Jeffrey Ruehs                    J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A023                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: ENG DATA                    F. CONTRACTOR.....: TRU HITCH  
 -----

1. DATA ITEM NO.....: A023
2. TITLE OF DATA ITEM: Level 2 Kit Documents (Lighting Kits and Provisioning)
3. SUBTITLE.....: TDP
4. AUTHORITY.....:
5. CONTRACT REFERENCE: C.8.4
6. REQUIRING OFFICE..: PM HTV
7. DD250 REQ.....: LT
8. APP CODE.....:
9. DIST. STMT. REQD..: D
10. FREQUENCY.....: As Required
11. AS OF DATE.....: As Required
12. DATE OF FIRST SUB.: SEE BLK 16
13. DATE OF SUBS. SUB.: SEE BLK 16

-----				
14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
			Reg	Repro
SFAE-CSS-TS-H:	jeffrey.g.ruehs.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
15. TOTAL:			3	3

-----  
 16. REMARKS:

The Contractor shall provide documents (design drawings/models and associated lists, specifications) 60 days after successful test completion (Procurement Contracting Officer (PCO) notification of successful test completion (E.5)).

- 
17. PRICE GROUP:
  18. ESTIMATED TOTAL PRICE:
- 

G. PREPARED BY: Jeff Ruehs	H. DATE: 17 Mar 14
I. APPROVED BY: Jeff Ruehs	J. DATE: 21 Mar 14





-----  
 A. CONTRACT LINE ITEM NO.: A026                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: ENG DATA                    F. CONTRACTOR.....: TRU HITCH  
 -----

1. DATA ITEM NO.....: A026  
 2. TITLE OF DATA ITEM: Corrective Action Plan  
 3. SUBTITLE.....: N/A  
 4. AUTHORITY.....: DI-RELI-80254  
 5. CONTRACT REFERENCE: E.1  
 6. REQUIRING OFFICE..: PM HTV  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
			Reg	Repro
SFAE-CSS-TS-H:	jeffrey.g.ruehs.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
15. TOTAL:			3	3

-----

16. REMARKS:

BLK 4: The Corrective Action Plan shall be prepared in response to any PQDR IAW DI-RELI-80254.

BLK 12: Category I PQDRs shall be responded to within 48 hours and category II PQDRs shall be responded to within 30 days. In the event a final response cannot be provided within the specified time frame, an interim response for category I PQDRs shall be provided every 10 days and every 30 days for category II PQDRs until a final response is received.

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: David Riddle                    H. DATE: 27 Feb 14  
 I. APPROVED BY: David Riddle                    J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A027                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: TRU HITCH  
 -----

1. DATA ITEM NO.....: A027  
 2. TITLE OF DATA ITEM: Test Work Authorization Document (TWAD)  
 3. SUBTITLE.....: N/A  
 4. AUTHORITY.....: DI-GDRQ-80567A  
 5. CONTRACT REFERENCE: E.4.8  
 6. REQUIRING OFFICE..: PM HTV  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	15. TOTAL:	
			DRAFT Reg	FINAL Repro
SFAE-CSS-TS-H:	carla.r.rosser.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
			15. TOTAL:	3

16. REMARKS:

The Contractor shall provide TWADs IAW the contract references. A draft shall be reviewed at the Start of Work Meeting. Electronic submission is required via e-mail in a \*.pdf format. Government requested changes must be incorporated in the TWAD prior to approval.

TWAD Format. The TWAD shall be submitted in a Contractor format and shall include: Contract No.; Contractor generated TWAD number; Title; Test Location; Projected Start Date and Duration; Authority Reference [i.e. Test Incident Report (TIR), ECP, Deviation (DEV), New Design]; Part No. and Model No; Test System Id No.; Requirement for action (due to TIR, Safety, No Fit Condition, To Insure Maintainability, PTI, Other); Description and Illustration of Maintenance Required; Rationale for modification; Description of the proposed corrective action; Associated drawings; Signatures that denote Internal Management Authorization.

A TWAD revision is required if the associated proposed change is revised.

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Carla Rosser                    H. DATE: 19 Jun 14  
 I. APPROVED BY: Carla Rosser                    J. DATE: 21 Mar 14

-----  
 A. CONTRACT LINE ITEM NO.: A028                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: TRU HITCH  
 -----

1. DATA ITEM NO.....: A028  
 2. TITLE OF DATA ITEM: Failure Analysis Corrective Action Report  
 3. SUBTITLE.....: FACAR  
 4. AUTHORITY.....: DI-SESS-81315A (T)  
 5. CONTRACT REFERENCE: E.4.10.1  
 6. REQUIRING OFFICE..: PM HTV  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16  
 -----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT Reg	FINAL Repro
SFAE-CSS-TS-H:	carla.r.rosser.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
15. TOTAL:			3	3

-----

16. REMARKS:

DID DI-SESS-81315A is tailored as follows:

- 2.0 Delete
- 3.1.a through 3.1.m Delete
- 3.1.h Delete
- 4.0 Delete
- 5.1 Delete

The Contractor shall submit each FACAR in a \*.pdf format. The FACAR shall include supporting documentation (i.e. internal assessment, supplier data/vendors analysis, test data, certifications, drawings, digital photographs,\'85etc). To track FACAR revisions pertaining to a single TIR, the file name shall be composed of a sequential FACAR numbering system [Supplemental FACAR # - Version # \*.pdf].

For example:

- L5 - XXXXXXX-A.pdf ----- 1st submittal
- L5 - XXXXXXX-B.pdf ----- 2nd submittal
- L5 - XXXXXXX-C.pdf ----- 3rd submittal

FACARs shall be provided by the Contractor within the following specified time frames:

- a. Critical Defect 15 calendar days after the TIR Release Date.
- b. Major Defect 30 calendar days after the TIR Release Date.
- c. Minor Defect 45 calendar days after the TIR Release Date.
- d. Information N/A.

The FACAR content is as follows:

The FACAR shall include the following structure:

- 1st line - Current Date/Name of team member generating the response
- 2nd line Official Govt Corrective Action Review Board (CARB) Comment
- 3rd line List of enclosed supporting documentation
- 4th line - Content as described in E.5.8.4.2

Last line Action Complete

FACAR content shall include:

- Disposition of failed item.
- Statement as to whether the incident is a recurring failure
- Determination that a failure is either independent or dependent.
- Failure mode.
- Failure analysis methods and results to include a full investigation and analysis of each failed test exhibit at a level necessary to identify the root cause, mechanisms, and effects of that failure on the system.
- Vendor name, part number, if applicable
- Status of the Contractors investigation and any supplemental information related to the failure (i.e., any internal contractor assessments, records, reports, correspondence, etc.).
- Recommended corrective action. Technical maturity of the proposed corrective action.
- TWAD #, if applicable.
- Measures taken to prevent other failures, if applicable
- Engineering Change Proposal number, if applicable

FACARs shall be provided by the Contractor within the following specified time frames:

- a. Critical Defect 15 calendar days after the TIR Release Date.
- b. Major Defect 30 calendar days after the TIR Release Date.
- c. Minor Defect 45 calendar days after the TIR Release Date.

-----  
17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:  
-----

G. PREPARED BY: Carla Rosser

H. DATE: 19 Jun 14

I. APPROVED BY: Carla Rosser

J. DATE: 19 Jun 14

-----  
 A. CONTRACT LINE ITEM NO.: A029                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: TRU HITCH  
 -----

1. DATA ITEM NO.....: A029  
 2. TITLE OF DATA ITEM: PVT Training Package  
 3. SUBTITLE.....: N/A  
 4. AUTHORITY.....:  
 5. CONTRACT REFERENCE: E.4.4  
 6. REQUIRING OFFICE..: PM HTV  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT		FINAL
			Reg	Repro	Repro
SFAE-CSS-TS-H:	carla.r.rosser.civ@mail.mil		1		1
Submittal Letter:					
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1		1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1		1
15. TOTAL:			3		3

-----

16. REMARKS:

The Contractor shall provide PVT Training Package IAW the contract references. in a \*.pdf format.

The PVT training package shall consist of MCRS configuration parts list (MS EXCEL format) and an illustration(s) of the MCRS configuration (Electronic \*.pdf file submission is required via e-mail). The package shall be delivered 14 days prior to start of PVT.

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Carla Rosser                    H. DATE: 17 Mar 14  
 I. APPROVED BY: Carla Rosser                    J. DATE: 21 Mar 14

-----  
 A. CONTRACT LINE ITEM NO.: A030                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: TRU HITCH  
 -----

1. DATA ITEM NO.....: A030  
 2. TITLE OF DATA ITEM: Test Support Package List (TSPL)  
 3. SUBTITLE.....: N/A  
 4. AUTHORITY.....:  
 5. CONTRACT REFERENCE: E.4.5.2  
 6. REQUIRING OFFICE..: PM HTV  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	carla.r.rosser.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
		15. TOTAL:	3	3

-----

16. REMARKS:

The Contractor shall provide a Test Support Package List (TSPL) IAW the contract references. The TSSP List shall be delivered 60 calendar days prior to the start of PVT.

The TSSPL will be reviewed by the Government and the contractor shall amend it upon Government request.

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Carla Rosser                    H. DATE: 17 Mar 14  
 I. APPROVED BY: Carla Rosser                    J. DATE:

-----  
 A. CONTRACT LINE ITEM NO.: A031                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

1. DATA ITEM NO.....: A031  
 2. TITLE OF DATA ITEM: National Maintenance Work Requirements (NMWR)  
 3. SUBTITLE.....:  
 4. AUTHORITY.....: MIL-STD 40051, MIL-STD 2361  
 5. CONTRACT REFERENCE: C.7.3.5, C.7.4.4  
 6. REQUIRING OFFICE..: AMSTA-LCC-HH  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	dale.r.schrock.civ@mail.mil		1	1
AMSTA-LCC-HH:	joseph.w.sattler.civ@mail.mil		1	1
Submittal Letter:				
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
		15. TOTAL:	4	4

-----

16. REMARKS:

The contractor shall conduct and deliver National Maintenance Work Requirements (NMWR) for all items that the LORA indicates should be repaired above Field level to the Government 300 DAC.

The Government will have 60 days to review each NMWR and return to Contractor for correction.

The Contractor shall have 30 days to make correction to each NMWR and re-submit to the Government for review

NMWRs shall be developed and delivered as intelligent linkable Acrobat (.pdf) files. The contractor shall deliver all word processing files on a CD/DVD, to include Extendable Markup Language (XML) tagged files as well as Computer Graphics Metafile (CGM) or Tagged Image File Format (TIFF) illustration files used to generate the manual. All source files must be in editable format.

EMS NG Control files shall also be delivered and include the following:

- a. Configuration Files
- b. Paper Layout Files
- c. Applicability Files
- d. FGC Files
- e. Master Task List or Publish Matrix
- f. Any other EMS NG Schema used

All of the above source files need to be formatted on the deliverable (CD/DVD) exactly the same as used within the EMS NG Publisher environment (folders, schema files, etc.)

The final NMWRs must include embedded fonts, no Unicode problems, contain no scanned pages, and must be searchable.

-----  
17. PRICE GROUP:  
18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Joseph Sattler                      H. DATE:  
I. APPROVED Dale Schroek                              J. DATE:



-----  
 A. CONTRACT LINE ITEM NO.: A033                    D. SYSTEM/ITEM....: MCRS  
 B. EXHIBIT.....: A                                E. CONTRACT/PR NO.:  
 C. CATEGORY.....: OTHER                         F. CONTRACTOR.....: Tru-Hitch Inc.  
 -----

1. DATA ITEM NO.....: A033  
 2. TITLE OF DATA ITEM: Provisioning Conference Schedule Review  
 3. SUBTITLE.....:  
 4. AUTHORITY.....: DI-ADMN-81249A  
 5. CONTRACT REFERENCE: C.7.4.5  
 6. REQUIRING OFFICE..: SFAE-CSS-TS-H  
 7. DD250 REQ.....: LT  
 8. APP CODE.....:  
 9. DIST. STMT. REQD..: D  
 10. FREQUENCY.....: As Required  
 11. AS OF DATE.....: As Required  
 12. DATE OF FIRST SUB.: SEE BLK 16  
 13. DATE OF SUBS. SUB.: SEE BLK 16

-----

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
SFAE-CSS-TS-H:	paul.r.bidinger.civ@mail.mil		1	1
SFAE-CSS-TS-H:	dale.r.schrock.civ@mail.mil		1	1
AMSTA-LCC-HH:	joseph.w.sattler.civ@mail.mil		1	1
Submittal Letter:				
CCTA-HDB-A:	michael.d.brusate.civ@mail.mil		1	1
15. TOTAL:			4	4

-----

16. REMARKS:

The contractor shall provide a provisioning performance and conference schedule at the SOW meeting. This schedule shall provide an estimate of the number of items to be provisioned and the number of conferences that will be required. The maximum number of items at any 40 hour Provisioning Conference shall be 1,500 line items.

-----  
 17. PRICE GROUP:  
 18. ESTIMATED TOTAL PRICE:  
 -----

G. PREPARED BY: Dale Schrock                    H. DATE:  
 I. APPROVED BY: Paul Bidinger                    J. DATE:

**PIIN/SIIN** W56HZV-14-R-0189

**MOD/AMD**

**ATT/EXH ID** Exhibit A

**PAGE** 42

Attachment 004      Government Furnished Material/Equipment (GFM/E/I) List

GFE

M983A4 Light Equipment Transporter (LET) (SN# 10TGJAM1XAS116490) Value: \$289,352.00

Complete MCRS to include:

    XM20 Fifth Wheel Towing Recovery Device (FWTRD) (SN# 00416250MA21153) Value: \$42,107.76

    XM1250 Tilt Deck Recovery Trailer (TDRT) (SN# 00418250MA21154) Value: \$77,758.00

GFI

System Support Package for Urgent Material Release

FWTD Provisioning Parts List (LSA-036 format)

Data Elements Spreadsheet

GFM

M983A4 Light Equipment Transporter (LET) Technical Manual

Attachment 0005 ECP List for Modular Catastrophic Recovery System (MCRS)

ECP No.	Title
1	1/2 Square Drive Tool, #5328-1
2	Collar for 1.5 Center Lock Pin, #8286-1
3	Guide cable under TDRT -- single to dual
4	Sledding bar stowing brackets
5	Supplemental Air Tiedown Provisions
6	Lift/Tiedown provision modification
7	Torque Arm Addition to Lift Axle
8	Landing Leg assist springs replaced
9	Stencils added to TDRT (120TP, Not for Tie Down, 100PSI, star)
12	35k winch tensioner bracket redesign
13	BII chain modification
14	BII lug wrench modification
15	35k winch bracket reinforcements
17	BII - Add (1) 35k and (1) 45k snatch block
20	Axle connection pins
21	Winching dead block
22	Lift axle (grade 8 nut/bolt, thicker tubing, larger u-bolts)
23	Leveling valve arm
24	Lock pin air valve -- sealing ring
25	New holding screws for extensions
26	M916 Winch Control Kit
27	TDRT -- Heavy duty rims
28	Lift axle saddle gussets
29	Shipping data plate
30	Lift axle air spring replacement
31	FWTRD Work Light Kit
32	W&C Lift Axle Assembly Model #TL2200 Saddle Bolt Configuration
33	M916 Compatibility Axle Lock Pin Valve
34	Convoy Warning Light REVISED
35	Lift Axle Control Box Cover

ATTACHMENT 008

Logistics Product Data - Packaging Data Products

Entity HF\_Item\_Packaging\_Requirement\_data.  
DTN 2280 Federal Supply Classification (FSC)  
DTN 3520 National Item Identification Number (NIIN)  
DTN 4730 Shelf life code - Code identifying shelf life of packaged item.  
DTN 4720 Shelf Life Action Code.  
DTN 2790 Item name  
DTN 5770 Item weight  
DTN 2890 Item length  
DTN 2890 Item width  
DTN 2890 Item depth  
DTN 3800 Packaging Category Codes  
DTN 2370 Hazardous material code  
DTN 4890 Special Marking Codes  
DTN 4240 Quantity per unit pack  
DTN 2700 Intermediate container quantity  
DTN 4400 Item part number  
DTN 1520 Cage code associated with Item part number  
DTN 3390 Preservation method Code  
DTN 1500 Cleaning and drying procedures  
DTN 3960 Preservative material Code  
DTN 5930 Wrap material Code  
DTN 1750 Cushioning material Code  
DTN 1760 Cushioning thickness Code  
DTN 5660 Unit container Code  
DTN 2690 Intermediate container Code  
DTN 5670 Unit Container Level Code  
DTN 3410 Level A Packing Code  
DTN 3410 Level B Packing Code  
DTN 3410 Level C Packing Code  
DTN 3190 Unit pack weight  
DTN 2890 Unit pack length  
DTN 2890 Unit pack width  
DTN 2890 Unit pack depth  
DTN 3180 Unit pack cube  
DTN 4990 Supplemental packaging data  
DTN 4920 Special packaging instruction number  
DTN 2830 Special packaging instruction number Julian date  
DTN 4910 Special packaging instruction number revision  
DTN 4830 Source maintenance and recoverability code  
DTN 5700 Unit of Issue (UI)  
DTN 5720 Unit of Measure (UM)

Data Elements not in the LMI dictionary (or requiring further definition)

Packaging indicator code. Enter a Packaging Indicator Code (PIC) to indicate the format and applicability of packaging requirements for each level of protection. Enter the PIC for level A in first position and for Level C in the second position.

Type Storage Code (TSC). Military Level A protection code, identifying the type storage facility allowed (e.g. Unheated warehouse, Controlled Humidity Storage, Open Storage)

Transaction type. If the transaction type (TT) in the TACOM Packaging Data file is A or C, enter "C" to change the entry. If the transaction type (TT) is blank, enter "A" to add the entry.

Development Stage (Originator) Enter "X" (only with prior approval) in the first position if the data is interim performance. Enter a dash (-) if the data is engineered. Enter the symbol of the developer of the packaging data in second and third positions.

Document Revision - For PIC 6 Equipment Preservation Data Sheets only, enter the Revision of the Level A packaging document. If original, leave blank.

Document Date - For PIC 6 Equipment Preservation Data Sheets only, enter the date of the document in month-day-year sequence (two digit numerical characters for each).

Item Length, Item Width, Item Depth Enter the length, width and depth in inches and tenths of an inch. These entries shall equal the dimensions of the smallest rectangular solid into which the item will fit. For dimensions less than one tenth inch enter "0001". The largest dimension shall be entered as the length. The smallest dimension shall be entered as the depth.

Hazardous material code Enter the hazardous material code.

Hazardous Material Code

N Item is not hazardous for transport.

D Item is regulated hazardous in accordance with CFR 49. Hazardous material is any material or substance which is capable of posing an unreasonable risk to health, safety, or property when transported in commerce. For background see: International Maritime Dangerous Goods Code, INTERNATIONAL MARITIME ORGANIZATION; Technical Instructions for Safe Transport of Hazardous Goods, INTERNATIONAL CIVIL AVIATION ORGANIZATION; Title 29 (Labor), 40 (Protection of Environment) and 49 (Transportation), CODE OF FEDERAL REGULATIONS; and Recommendations on the Transport of Dangerous Goods, UNITED NATIONS.

Performance Oriented Packaging (POP) Hazardous Code Enter the POP hazardous code.

POP Hazardous Code

N Not hazardous for transport  
 H Hazardous for transport non POP  
 D Hazardous for transport POP candidacy not determined  
 P Hazardous for transport POP item  
 K Hazardous for transport POP item inner package  
 J Hazardous for transport POP item outer package  
 C Hazardous for transport POP item package POP tested  
 F Hazardous for transport POP item package POP tested  
 T Hazardous for transport POP item package POP tested  
 X Hazardous for transport POP item package POP tested

Unit Pack Length, Width, and Depth Enter the exterior length, width and depth in inches and tenths of an inch. For dimensions less than one tenth inch enter "00001". The largest dimension shall be entered as the length. The smallest dimension shall be entered as the depth. For unit packs with skids, the vertical dimension shall be entered as the depth and the largest horizontal dimension shall be entered as the length.

SPI Revision - For PIC 4 items, enter the revision of the Special Packaging Instruction. If original, leave field blank or enter a dash (-). To be filled in when requested.

SPI Date - For PIC 4 items, enter the ordinal date, reflecting the position day in the first two positions, the two position month in the third and fourth positions and the four position year in the fifth through eighth positions (e.g., April 15, 1999 would be 15041999) Do not use spaces or dashes.

Supporting Logistic Information Include Logistics information for each of the items. Data shall be provided, as necessary, to permit the reviewer to determine the adequacy of the prepared packaging analysis and data submittal. This includes item drawings and logistics data such as; copies of Material Safety Data Sheets. Additionally, performance test report and photographic records of packaging and testing shall be delivered (where appropriate).

ATTACHMENT 009 INCOMING TRANSACTION FORMAT

Transactions must be submitted in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required. All text must be upper case. The data provided shall apply to a single item.

FIELD	POSITION	LENGTH
FEDERAL SUPPLY CLASSIFICATION (FSC)	1-4	4
NATIONAL ITEM IDENTIFICATION NUMBER (NIIN)	5-13	9
PACKAGING INDICATOR CODE	14-15	2
TRANSACTION TYPE	16	1
LOP A TYPE STORAGE CODE	17	1
DEVELOPMENT STAGE (ORIGINATOR)	18-20	3
DOCUMENT REVISION	21-22	2
DOCUMENT DATE	23-28	6
NUMBER OF SHEETS	29-31	3
PACKAGING REFERENCE	32-56	25
ITEM NAME	57-65	9
ITEM WEIGHT	66-75	10
ITEM LENGTH	76-80	5
ITEM WIDTH	81-85	5
ITEM DEPTH	86-90	5
PACKAGING CATEGORY	91-94	4
SPECIAL MARKING	95-96	2
QUANTITY PER UNIT PACK	97-100	4
INTERMEDIATE CONTAINER QUANTITY	101-103	3
CAGE	104-108	5
PART NUMBER	109-137	29
HAZARDOUS MATERIALS CODE	138	1
PRESERVATION METHOD	139-140	2
CLEANING AND DRYING	141	1
PRESERVATIVE MATERIAL	142-143	2
WRAP MATERIAL	144-145	2
CUSHIONING AND DUNNAGE	146-147	2
CUSHIONING THICKNESS	148	1
UNIT CONTAINER	149-150	2
INTERMEDIATE CONTAINER	151-152	2
UNIT CONTAINER LEVEL	153	1
LEVEL A PACKING CODE	154	1
LEVEL B PACKING CODE	155	1
LEVEL C PACKING CODE	156	1
UNIT PACK WEIGHT	157-166	10
UNIT PACK LENGTH	167-171	5
UNIT PACK WIDTH	172-176	5
UNIT PACK DEPTH	177-181	5
UNIT PACK CUBE	182-191	10
OPTIONAL PROCEDURE INDICATOR (left blank)	192	1
LEVEL A SUPPLEMENTAL INSTRUCTIONS	193-392	200
SPI REVISION	393-394	2
SPI DATE	395-402	8
CONTAINER NATIONAL STOCK NUMBER	403-415	13
APPROVAL	416-424	9
COMMENTS	425-474	50
STATUS	475-482	8
TRANSACTION DATE	483-488	6

ATTACHMENT 0010 PREPARATION FOR SHIPMENT AND STORAGE

1.0. Preparation for Shipment and Storage.

1.1. Actions to be taken to process the system to Level A and Level B protection are defined below. Include special preservation requirements for outside storage, Controlled Humidity Storage and any unique non-cyclic exercising requirements. If there are any unique mechanisms such as, hydraulic systems, pumps, electric motors, engines, transmissions, etc., requiring exercising at a frequency level other than the specified maintenance cycle, develop and include these requirements.

1.1.1. Level A protection is processing of the system for outside storage for a period of up to 2 years in any environment and for storage up to 48 months in an unheated warehouse environment without any exercising or maintenance. Systems processed to Level A are not authorized for deck loading on ships without additional protection.

1.1.2. Level B protection is processing of the system for controlled humidity storage for a period of up to 48 months and temporary outside storage not to exceed 90 days without any exercising or maintenance. Vehicles processed to Level B must be processed for shipment and shall be operational with drive-on drive-off capabilities. Vehicles processed to Level B are not authorized for deck loading on ships and may require additional care of supplies in storage to maintain the system or equipment.

1.2. Develop instructions for environmental deterioration (includes corrosion, rust, UV attack, mold, mildew, rodent, and insect damage) prevention processing of systems and related equipment for shipment and storage in the following conditions:

1.2.1. LEVEL A. Instructions shall include special preservation, packaging, packing, marking, electrostatic discharge (ESD) protective and control measures, shelf-life, instructions on special use of corrosion-preventive compounds, moisture barriers, and desiccant materials. Instructions are required for both placing the equipment into storage and for the removal from storage. Instructions shall be developed for shipment and storage worldwide in an unfavorable, non-humidity controlled environment, such as the weather deck of an ocean going vessel, for a period up to 24 months from the date of processing, preferably without exercising, inspection, or maintenance.

1.2.2. Level B. Instructions shall provide for all fluids and lubricants to be at operating levels and fuel tanks to contain enough fuel to permit loading, off loading, and movement of 10 miles at the receiving point (detail amount of fuel). All batteries are to be activated and fully charged. Battery cables are to be disconnected from battery terminals and protective wrapped/secured from movement while vehicle is in storage or transit mode.

1.2.3. For Level A & Level B. Prepare processing instructions for mounted equipment and attachments of the system at a preservation level equal to that of the system. Processing instructions shall include direction for environmental, physical protection and security against pilferage of the mounted equipment and attachments.

1.2.3.1. Prepare instructions for the preservation, packaging, packing, marking and shelf-life of the Basic Issue Items, Initial Service Package and Components of End Item shall be in accordance with MIL-STD-2073. BII shall be packed separately from the COEI. Provide for environmental, physical protection and security against pilferage of these items.

1.2.3.2. Include de-preservation instructions for all levels of preservation.

1.2.3.3. Large items that cannot withstand exposure to the elements shall be consolidated into containers. Examples of consolidation containers include ISO and MILVAN containers. Packing lists shall be included and developed IAW MIL-STD-129P.

1.3. Compliance with Federal and Industry Transportation Requirements: The Government ships using truck, rail, plane, and ship. The contractor shall develop shipment and storage instructions for each mode of transportation and identify their unique requirements. This will allow the Government to process each shipment based on the intended mode of transport. The contractor shall comply with the following applicable codes and standards: (1) Code of Federal Regulation Titles 29, 40 and 49, (2) International Maritime Dangerous Goods Code, for vessel transport, and (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments. The contractor shall include disassembly procedures to meet the requirements of the aforementioned codes and standards.

1.4. MIL-STD-3003 (available at <http://quicksearch.dla.mil/> ) is the Standard Practice for the Preparation for Shipment and Storage of Wheeled Vehicles and can be used as a guiding document.