

|  |   |   |   |                                    |   |
|--|---|---|---|------------------------------------|---|
| <b>SOLICITATION, OFFER AND AWARD</b>   |   | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>  |   | <b>Rating</b><br>DOA4              | <b>Page of Pages</b><br>1 51                          |
| <b>2. Contract Number</b>  | <b>3. Solicitation Number</b><br>W56HZV-14-R-0191 | <b>4. Type of Solicitation</b><br><input type="checkbox"/> Sealed Bid (IFB)<br><input checked="" type="checkbox"/> Negotiated (RFP) |   | <b>5. Date Issued</b><br>2015JAN15 | <b>6. Requisition/Purchase Number</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>U.S. ARMY CONTRACTING COMMAND<br>CCTA-HBA-N<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL |   | <b>Code</b><br>W56HZV   | <b>8. Address Offer To (If Other Than Item 7)</b> |                                    |   |

**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 04:00pm (hour) local time 2015FEB17 (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 Call:</b> | <b>A. Name</b><br>STEPHEN PEEPLES | <b>B. Telephone (No Collect Calls)</b> |                           | <b>C. E-mail Address</b><br>STEPHEN.J.PEEPLES2.CIV@MAIL.MIL |
|                                  |                                   | <b>Area Code</b><br>(586)              | <b>Number</b><br>282-6856 | <b>Ext.</b>   |

**11. Table Of Contents**

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

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

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

|   |   |   |   |  |
|---|---|---|---|--|
| <b>13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)</b> | <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> |
| <b>Area Code</b> <b>Number</b> <b>Ext.</b> | <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><br><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 (4 copies unless otherwise specified)</b> | <b>Item</b><br>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><br><br>(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.**

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MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: STEPHEN PEEPLES  
Buyer Office Symbol/Telephone Number: CCTA-HBA-N/(586)282-6856  
Type of Contract 1: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders

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

| <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|------------------------|---|-------------|
| 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=W56HZV14R0191](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0191)

(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.

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.



|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 4 of 51</b> |
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**Name of Offeror or Contractor:**

A-5                    52.232-4087                    PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)                    JAN/2012

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DODAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

A-6                    52.242-4021                    NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS                    NOV/2009  
(TACOM)

Agencies other than TACOM, such as Defense Logistics Agency (DLA), may also place delivery orders under this contract (or, as applicable, the contract that results from this solicitation). In that event, such agencies will administer those orders.

(END OF CLAUSE)

CONTINUATION SHEET

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT       |
|---------|--|----------|------|------------|--------------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS          |          |      |            |              |
| 0001    | <u>DATA ITEM</u>   |          |      |            |              |
| A001    | <u>LOGISTICS MGMT INFO - MAINTENANCE ALLOCATION CHART</u>  |          |      |            | \$ ** NSP ** |
|         | SERVICE REQUESTED: LMI MAC                                 |          |      |            |              |
| A002    | <u>LOGISTICS MGMT INFO - PROVISIONING PARTS LIST</u>       |          |      |            | \$ ** NSP ** |
|         | SERVICE REQUESTED: LMI PPL                                 |          |      |            |              |
| A003    | <u>LOGISTICS MGMT INFO - ENG DATA FOR PROVISIONING</u>     |          |      |            | \$ ** NSP ** |
|         | SERVICE REQUESTED: LMI EDFP                                |          |      |            |              |
| A004    | <u>OPERATOR/FIELD MAINT MANUAL TM 10-4520-266-13&amp;P</u> |          |      |            | \$ ** NSP ** |
|         | SERVICE REQUESTED: OPERATOR/FIELD MAINT MANUAL             |          |      |            |              |
| A005    | <u>VAL PLAN AND REPORT FOR TM 10-4520-266-13&amp;P</u>     |          |      |            | \$ ** NSP ** |
|         | SERVICE REQUESTED: VALIDATION PLAN AND REPORT              |          |      |            |              |
| A006    | <u>LOGISTICS MGMT INFO - PACKAGING DATA PRODUCTS</u>       |          |      |            | \$ ** NSP ** |
|         | SERVICE REQUESTED: LMI DATA PRODUCTS                       |          |      |            |              |
| A007    | <u>SPI - PACKAGING DATA</u>                                |          |      |            | \$ ** NSP ** |
|         | SERVICE REQUESTED: SPECIAL PKG INSTRUCTIONS                |          |      |            |              |

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Name of Offeror or Contractor:

| ITEM NO  | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT       |
|--|--|----------|------|------------|--------------|
| A008   | <p><u>INTERFACE DRAWINGS</u></p> <p>SERVICE REQUESTED: INTERFACE DRAWINGS</p>                                |          |      |            | \$ ** NSP ** |
| A009   | <p><u>PRODUCTION TEST AND INSPECTION PLAN</u></p> <p>SERVICE REQUESTED: PRODUCTION TEST/INSP PLAN</p>        |          |      |            | \$ ** NSP ** |
| A010   | <p><u>NMWR 10-4520-XXX</u></p> <p>SERVICE REQUESTED: NMWR RPSTL</p>  |          |      |            | \$ ** NSP ** |
| A011   | <p><u>NMWR 10-4520-XXX VALIDATION PLAN AND REPORT</u></p> <p>SERVICE REQUESTED: NMWR VAL PLAN AND REPORT</p> |          |      |            | \$ ** NSP ** |
| A012   | <p><u>NMWR LOGISTICS MGMT INFO - PROVISIONING PARTS LIST</u></p> <p>SERVICE REQUESTED: LMI PPL NMWR</p>      |          |      |            | \$ ** NSP ** |
| A013   | <p><u>NMWR LOGISTICS MGMT INFO - ENG DATA FOR PROVISIONING</u></p> <p>SERVICE REQUESTED: LMI EDFP NMWR</p>   |          |      |            | \$ ** NSP ** |
| A014   | <p><u>INTERACTIVE MULTIMEDIA INSTRUCTION (IMI)</u></p> <p>SERVICE REQUESTED: INSTRUCTIONAL MEDIA PKG</p>     |          |      |            | \$ ** NSP ** |
| <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>THIS SOLICITATION IS FOR A THREE-YEAR INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT FOR ADVANCED WATER HEATERS.</p> |  |          |      |            |              |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p>IN THE FOUR DIGIT NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEMAN AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ORDERING YEAR, CLIN 0012 IS FOR THE SECOND ORDERING YEAR, CLIN 0013 IS FOR THE THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (FIVE YEAR LONG TERM CONTRACT) OR 0014 (THREE YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO ITEM NO. 0011 THROUGH 0013:</p> <p>MINIMUM THREE YEAR QUANTITY: 100 (THIS IS THE MINIMUM THAT WILL BE ORDERED FOR THIS CONTRACT, WHICH WILL TAKE PLACE AT THE TIME OF THE BASE CONTRACT AWARD).</p> <p>MAXIMUM THREE YEAR QUANTITY: 750 (THIS IS THE MAXIMUM TOTAL QUANTITY THAT WILL BE ORDERED FOR THIS CONTRACT).</p> <p>ONLY THE MINIMUM THREE YEAR QUANTITY IS GUARANTEED.</p> <p>*****<br/>                     CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:<br/> <a href="http://contracting.tacom.army.mil/ebidnotice.htm">HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</a><br/>                     ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET.<br/>                     SEE PARAGRAPH (D) OF CLAUSE 52.204-4016, TACOMWARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER.<br/>                     *****</p> <p>(End of narrative A001)</p> |          |      |            |        |

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 PIIN/SIIN W56HZV-14-R-0191 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0011    | <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 4520-01-566-6669<br/>           COMMODITY NAME: AWH 400<br/>           CLIN CONTRACT TYPE:<br/>               Firm Fixed Price</p> <p>PROGRAM YEAR: 1</p> <p>Performance Spec MIL-PRF-32242</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>           PACKAGING/PACKING/SPECIFICATIONS:<br/>               SEE PACKAGING CLAUSE<br/>           LEVEL PRESERVATION: Military<br/>           LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>           INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>           (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>           (SHIP-TO) WILL BE FURNISHED PRIOR<br/>           TO THE SCHEDULED DELIVERY DATE FOR<br/>           ITEMS REQUIRED UNDER THIS<br/>           REQUISITION.</p> | 250      | EA   | \$ _____   | \$ _____ |

CONTINUATION SHEET

Reference No. of Document Being Continued  
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0012    | <p><u>SECOND ORDERING PERIOD</u></p> <p>NSN: 4520-01-566-6669<br/>                     COMMODITY NAME: AWH 400<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>PROGRAM YEAR: 2</p> <p>Performance Spec MIL-PRF-32242</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 250      | EA   | \$ _____   | \$ _____ |

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0191 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0013    | <p><u>THIRD ORDERING PERIOD</u></p> <p>NSN: 4520-01-566-6669<br/>                     COMMODITY NAME: AWH 400<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>PROGRAM YEAR: 3</p> <p>Performance spec MIL-PRF-32242</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | 250      | EA   | \$ _____   | \$ _____ |

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Background. The intent of this contract is to provide for the fabrication of the Army Water Heater 400 (AWH 400). The water heater shall operate to provide hot water for use with shower units, laundry units, and field kitchens. The heater shall have the capability to heat water with an 89 degree F +/- 2 degree F temperature rise at a rate of 9-gallons per minute (400,000 BTU/hr +/- 10,000 BTU/hr). Water at ambient temperatures will be provided by an external source using an existing DoD water pump. Electrical power, (120/208 volts, 3 phase Y, 60 hertz, 20 amps) shall be provided by existing DoD generators. All wiring shall be in accordance with NFPA No. 70. The water heater shall operate on JP-8 fuel (MIL-DTL-83133) and diesel fuel (A-A-52555). Fuel will be supplied from a 5-gallon military fuel can or 55-gallon drums through a fuel hose. The water heater construction shall be in compliance with ASME Boiler and Pressure Vessel Code Section IV, Part HLW, and shall pass the ASME Code and have a stamp of approval in accordance with ASME Boiler and Pressure Vessel Code. The burner must meet the requirements of UL 296.

C.2 General Scope. The contractor shall supply all necessary personnel, facilities, equipment and materials to accomplish the requirements set forth herein. The contractor shall build 2 Production Units for Government use. The contractor will also provide all logistic support material including a military technical manual, provisioning, packaging data and training material IAW the contract requirements. The contractor shall provide interface and spare parts drawings and maintain configuration control over the entire AWH 400 Drawing package.

C.2.1 Berry Amendment Compliance. The Prime Contractor and the entire supply chain are required to adhere to the Berry Amendment. The Prime Contractor shall educate and mentor the entire supply chain in the implementation and maintenance of Berry Amendment compliance. The Prime Contractor shall assess the entire supply chain for compliance to the Berry Amendment, and shall maintain documentation of Berry product compliance, and supply chain education, mentoring, and assessments. The Government will assess the Prime Contractors compliance to the Berry Process in conjunction with the Quality Systems assessment of Purchasing and Supplier Control, to include but not limited to Berry Certification and documentation.

The Government cannot accept noncompliant product, and the contractor shall not be paid for any items that are in violation of the Berry Amendment. If a Berry Amendment violation is determined to have occurred after the Government has accepted delivery, the contractor is required to replace the item in violation of the Act with an item from a domestic source, at their own expense. The Government may pursue additional claims against the contractor if the Government incurred other damages due to non-compliance.

C.3 Preproduction Efforts.

C.3.1 Performance Specification. The contractor shall produce the Army Water Heater 400 to meet all the requirements of Performance Specification MIL-PRF-32242, Attachment 0001.

C.3.2 Production Units. The Government shall conduct limited testing on the Production Units per Performance Specification MIL-PRF-32242. The contractor shall deliver two Production units to Natick, MA one week prior to commencement of limited Government testing. The contractor shall supply any onboard tools, spare parts, and accessories. The units shall be production representative (i.e. fabricated using all materials, processes, fixtures, and tooling intended for use in production).

C.4 Technical Data

C.4.1 Development and Production of Equipment Publications. The contractor shall develop and produce a revision to the Operator and Field Maintenance Manual including Repair Parts and Special Tools List (RPSTL) for the Army Water Heater 400 in accordance with Attachment 0002 and CDRL A004. The contractor shall incorporate changes from Government reviews of each submission. The Contractor shall ensure that data deliverables accurately reflect all changes resulting from approved Design Change Notices (DCNs), Engineering Change Proposals (ECPs), Requests for Waiver (RFW), etc. The cost of data changes resulting from DCNs, ECPs and RFWs shall be included in the basic cost for these items.

C.4.2 Validation Plan for Equipment Publication. The contractor shall provide a Validation Plan for Operator and Field Maintenance Manual including Repair Parts and Special Tools List (RPSTL) for the Army Water Heater 400 in accordance with Attachment 0002 and CDRL A005.

C.4.3 Validation Report for Equipment Publication. The contractor shall provide a Validation Report for Operator and Field Maintenance Manual including Repair Parts and Special Tools List (RPSTL) for the Army Water Heater 400 in accordance with Attachment 0002 and CDRL A005.

C.4.4 Maintenance Allocation Chart. The contractor shall develop and produce a Maintenance Allocation Chart (MAC) for the Army Water Heater 400 in accordance with Attachment 0003 and CDRL A001.

C.4.5 Provisioning Parts List. The contractor shall develop and produce a Provisioning Parts List (PPL) Change File for the Army Water Heater 400 in accordance with Attachment 0003 and CDRL A002. The Change File will include data for any configuration changes.

C.4.6 Engineering Data for Provisioning. The contractor shall develop and produce Engineering Data for Provisioning (EDFP) for the Army Water Heater 400 in accordance with Attachment 0003 and CDRL A003. EDFP will be required to support a Change File to the PPL that has resulted from a configuration change.

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C.4.7 National Maintenance Work Requirement. The contractor shall develop and produce a National Maintenance Work Requirement (NMWR) including Repair Parts and Special Tools List (RPSTL) for the Army Water Heater 400 in accordance with Attachment 0002 and CDRL A010.

C.4.8 Validation Plan for NMWR. The contractor shall produce a Validation Plan for the Army Water Heater 400 National Maintenance Work Requirement (NMWR) in accordance with Attachment 0002 and CDRL A011.

C.4.9 Validation Report for NMWR. The contractor shall produce a Validation Report for the Army Water Heater 400 National Maintenance Work Requirement (NMWR) in accordance with Attachment 0002 and CDRL A011.

C.4.10 NMWR Provisioning Parts List. The contractor shall develop and produce a NMWR Provisioning Parts List (PPL) Change File for the Army Water Heater 400 in accordance with Attachment 0003 and CDRL A012. . The Change File will include data for any configuration changes.

C.4.11 NMWR Engineering Data for Provisioning. The contractor shall develop and produce NMWR Engineering Data for Provisioning (EDFP) for the Army Water Heater 400 in accordance with Attachment 0003 and CDRL A013. EDFP will be required to support a Change File to the PPL that has resulted from a configuration change.

C.4.12 Interactive Multimedia Instruction (IMI) Training Presentation and Training Video. The contractor shall develop and produce an Interactive Multimedia Instruction (IMI) Training Presentation on DVD and Training video on CD-ROM for the Army Water Heater 400 in accordance with Attachment 0007 and CDRL A014. The IMI will reflect any configuration changes.

C.4.13 Selective Packaging Data. The contractor shall develop and produce Selective Packaging Data for the Army Water Heater 400 in accordance with Attachment 0004 and CDRL A006.

C.4.14 Special Packaging Instructions. The contractor shall develop and produce Special Packaging Instructions (SPI) for the Army Water Heater 400 in accordance with Attachment 0004 and CDRL A007.

C.4.15 Interface Drawings. The contractor shall develop interface drawings for the Army Water Heater 400 in accordance with Attachment 0005 and CDRL A008. The Government shall maintain configuration control of the interface drawings. Any proposed changes to the drawings shall be submitted in the form of a PM FSS approved Engineering Change Proposal (C.6.3.2).

**C.5 Travel Requirements**

C.5.1 Technical Manual Verification. The Contractor will support Technical Manual Verification with personnel and equipment as outlined in the Technical Manual Verification plan. Technical Manual Verification plan will be published no later than 30 days prior to the event. The Technical Manual Verification will be at the Natick Soldier Systems Center unless otherwise directed by the contracting activity.

C.5.2 Guidance Conference and Meetings. The contractor shall attend the Logistics Guidance conference and other meetings, reviews and conferences, as required, at locations to be specified by the government.

C.5.3 Meetings, Reviews and Conferences. The Government or contractor can request a meeting or review during the acquisition process. The Contractor shall ensure that all personnel and sub-contractors required for an adequate discussion of the contract effort are in attendance at all meetings, reviews and conferences, as required. Scheduling of the meetings, reviews and conferences shall not change the delivery schedule of the contract

C.5.4 Post Award Conference. A Post Award Conference shall be conducted at a location to be determined by the Government within thirty (30) days after contract award. The purpose of the conference shall be to provide a mutual understanding of the technical requirements, contractual requirements and the QA provisions of the contract.

C.5.5 National Maintenance Work Requirement Verification. The Contractor will support NMWR Verification with personnel and equipment as outlined in the Verification plan. The Verification plan will be published no later than 30 days prior to the event. The Technical Manual Verification will be at the Natick Soldier Systems Center unless otherwise directed by the contracting activity.

**C.6 Production Efforts.**

C.6.1 Production Test/Inspection Plans and Procedures. The Contractor shall develop and submit a production test plan and procedures for the AWH 400. The plan must include an inspection and test system to substantiate product conformance to drawings, specifications, ASME Boiler and Pressure Vessel Code Section IV, Part HLW, and contract requirements and to all inspections and tests required by the resultant contract. The test plan and procedures shall describe sample, in-process, and end items tests to be performed as required by the applicable specification. Test procedures shall include applicable test reference, required equipment to perform the test, location of the test, step by step instructions for the test, data to be recorded, and pass/fail criteria. The production test plan shall be delivered in accordance with CDRL A009 and Attachment 0006.

C.6.2 Production Units. The contractor shall fabricate production units in accordance with the AWH400 specification contained in

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Attachment 0001 and the established configuration baseline, and shall test them in accordance with their approved Test Plans and Procedures. Prior to the delivery of any production units, all the required testing shall be conducted in accordance with MIL-PRF-32242, Attachment 0001, Section J. Quantities shall be in accordance with Section B, and deliveries shall be in accordance with Section F.

C.6.3 Configuration Management. The Contractor shall implement and maintain an internal configuration management program for the AWH 400 throughout the life of the contract.

C.6.3.1 Configuration Control. The Contractor shall use configuration control to manage proposed changes beginning with the submission of the First Article Test units. Configuration control shall be used to document the impact of proposed changes and to update configuration documentation. Following acceptance of the First Article unit, the Contractor shall not alter the design in form, fit, or function without prior approval from the Contracting Officer, in the form of a PM FSS approved Engineering Change Proposal.

C.6.3.2 Engineering Change Proposal (ECP). An ECP shall be prepared for proposed changes. MIL-STD-973, Appendix D may be used for reference when preparing ECPs. Sample ECP and Notice Of Revision (NOR) forms, Attachments 008 and 009, are included in Section J. At a minimum, the ECP shall include the following:

- a. Date Prepared
- b. ECP Number
- c. Justification and Priority Code
- d. System Designation (i.e. Cage Code, nomenclature, model, P/N)
- e. Name of Part (or Lowest Assembly) Affected
- f. Baselines Affected
- g. Title of Change
- h. Description of Change
- i. Need for Change
- j. Effect on Interfaces (i.e. Integrated Logistics Support (ILS), Interchangeability and Interoperability)
- k. Retrofit Information (if applicable)

C.6.3.3 Physical Configuration Baseline (PCBL). The Contractor shall control the PCBL using the change control and engineering release processes. The PCBL, which shall be in the Contractors own format, is the product performance requirement for replacement assemblies and spare/repair parts, engineering drawings, parts lists, process specifications and computer software configuration items. The PCBL shall support interchangeability and interoperability to a replaceable part level.

C.6.4 Technical Manual, Interactive Multimedia Instruction (IMI) DVD Training Presentation and Training Video Over-Pack Requirements. The contractor shall over-pack one copy of the Government furnished Department of the Army (DA) authenticated Technical Manual (TM), a Contractor provided Training video on CD-ROM, and a Contractor provided Interactive Multimedia Instruction (IMI) Training Presentation on DVD with each end item.

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

| <u>Regulatory Cite</u> | <u>Title</u>                         | <u>Date</u> |
|------------------------|--------------------------------------|-------------|
| C-1<br>(TACOM)         | 52.204-4003<br>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 30 days after contract award. 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 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 7 days after the meeting is held.

[End of Clause]

**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING  
PACKAGING AND MARKING

## D.1. Preservation and Packaging

D.1.1 The Army Water Heater (AWH) 400 including any attachments, special purpose kits, BII, COEI and ISK shall be processed to the level of protection specified in the Delivery Order.

D.1.2 All software, technical data, reports, and contractual documentation delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival at destination without damage to contents.

D.1.3 Contractor shall preserve and package all spare and reparable items IAW the approved packaging data as generated and submitted by the Contractor and approved by the Government.

D.1.4 Consumable items, Training Aids, System Support Packages (SSP) and Special Tools scheduled for shipment shall be preserved and packaged by the Contractor to provide physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging. Item shall be free of dirt and other contaminants. Coatings and preservatives applied to an item are not considered contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, water proof and/or water vapor proof barriers. Components requiring protection from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

D.1.4.1 In addition to Paragraph D.1.4 requirements, each item must comply with the regulations of the dedicated freight carrier used and shall provide safe delivery to destination at the lowest possible tariff cost. Any wood material used in the fabrication of Contractors generated ISP packaging design must comply with requirement outlined in Paragraph D.1.5.

D.1.5 All Non-manufactured Wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. Box, pallet and dunnage and any wood used as inner packaging made of Non-Manufactured Wood shall be heat-treated. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. All Non-manufactured wood products used for shipment to OCONUS locations MUST conform with the International Plant Protection Convention (IPPC) International Phytosanitary Measure-15 (ISPM-15).

D.1.6 For each hazardous material item shipped under this contract, a copy of the Material Safety Data Sheet (MSDS) shall be placed into a sealed pouch and attached to the outside surface area of the Unit Container and Intermediate Container containing the prescribed hazardous material item. The contractor shall comply with the applicable codes and standards listed here: (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.

## D.2 Marking

D.2.1 The AWH 400 Type shipped through the military distribution system or by commercial carriers shall be marked and labeled IAW MILSTD-129 Revision P (4).

D.2.2 All software, technical data, reports, etc. and contractual documentation referenced in Paragraph D.1.2 shall be identified by the prime contract number, name and address of the prime Contractor, and where applicable, the name and address of the subcontractor generating the data.

D.2.3 Each Non-manufactured wood box, pallet and dunnage shall be marked to show the conformance to the International Phytosanitary Measure-15 (ISPM-15). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Wood used as dunnage for blocking and bracing shall be ordered with ALSC certified markings or the markings may be applied locally at two foot intervals.

\*\*\* END OF NARRATIVE D0001 \*\*\*

| Regulatory Cite               | Title   | Date     |
|-------------------------------|---|----------|
| D-1<br>52.211-4514<br>(TACOM) | PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS) | DEC/2007 |

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

(1) LEVEL OF PRESERVATION: Military

(2) LEVEL OF PACKING: A

(3) QUANTITY PER UNIT PACKAGE: 001

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(4) SPECIFICATION/STANDARD: MIL-STD-2073-1D

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, 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 material will not identify the nature of the material. NOTE: 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. 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.

(e) Heat Treatment and Marking of Wood Packaging Materials (MWP): 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 [https://www.ipcc.int/servlet/BinaryDownloaderServlet/133703\\_ISPM15\\_2002\\_with\\_Ann.pdf?filename=1152091663986\\_ISPM15\\_2002\\_with\\_Annex1\\_2006\\_E.pdf&refID=133703](https://www.ipcc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM15_2002_with_Annex1_2006_E.pdf&refID=133703) 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.

(f) 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) When applicable, 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.

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.

(g) SUPPLEMENTAL INSTRUCTIONS:

UNIT PACKAGE WEIGHT (lbs): 650.0

UNIT PACKAGE CUBE (cubic feet): 48.698

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UNIT PACKAGE SIZE (length x width x depth inches): 50.0 x 33.0 x 51.0

(End of Clause)

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## 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 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES         | APR/1984    |
| E-3 | 52.211-4029<br>(TACOM) | INTERCHANGEABILITY OF COMPONENTS    | 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.

(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-4 | 52.246-4028<br>(TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | 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-5 | 52.246-4048<br>(TACOM) | DRAWINGS FOR INSPECTION | 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)

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## 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 | 52.247-34              | F.O.B. DESTINATION                       | NOV/1991    |
| F-5 | 52.247-48              | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT | FEB/1999    |
| F-6 | 252.211-7003           | ITEM UNIQUE IDENTIFICATION AND VALUATION | DEC/2013    |

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

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

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

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

"Governments unit acquisition cost" means

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

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

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

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"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii\_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

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

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

| Contract Line,<br>Subline, or<br>Exhibit Line Item Number | Item Description |
|---|------------------|
| ____N/A_____  | N/A_____         |
| ____N/A_____  | N/A_____         |
| ____N/A_____  | N/A_____         |

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

| Contract Line,<br>Subline, or<br>Exhibit Line Item Number | Item Description |
|---|------------------|
|---|------------------|

|                           |  |                      |
|---------------------------|--|----------------------|
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\_\_0012\_\_ AWH 400\_\_

\_\_0013\_\_ AWH 400\_\_

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

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

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

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(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

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

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

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*

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

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

F-7            52.242-4457            DELIVERY SCHEDULE FOR DELIVERY ORDERS            SEP/2008  
(TACOM)

(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 deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) Start deliveries 120 days after the delivery order date; or FAT Approval, whichever is later

(ii) You will deliver 25 units every thirty days.

(iii) You may deliver more units every thirty days at no additional cost to the government with PCO approval.

(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:

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(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start \_\_\_ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_ days after delivery order date.

[End of clause]

F-8            52.247-4456            LONG TERM CONTRACTS - FOB DESTINATION            OCT/1999  
 (TACOM)

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

100% to DDSP New Cumberland Facility (AN5)

(End of Clause)

F-9            52.247-4017            DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR            NOV/2009  
 (TACOM)            ADDRESSES

| Rail/<br>Motor<br>_SPLC*_ | MILSTRIP<br>Address<br>Code | Rail<br>Ship To:  | Motor<br>Ship To:   | Parcel Post<br>Mail To:  |
|---------------------------|-----------------------------|---|---|--|
| 206721/<br>209405         | W25G1U                      | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA 17070-5001 |

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

|                   |        |  |  |  |
|-------------------|--------|--|--|--|
| 875670/<br>875675 | W62G2T | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
|-------------------|--------|--|--|--|

|                   |        |   |   |   |
|-------------------|--------|---|---|---|
| 471995/<br>471996 | W31G1Z | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021 |
|-------------------|--------|---|---|---|

|                   |        |   |   |  |
|-------------------|--------|---|---|--|
| 209741/<br>209770 | W25G1R | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150 |
|-------------------|--------|---|---|--|

|                   |        |  |  |   |
|-------------------|--------|--|--|---|
| 661136/<br>661157 | W45G19 | Transportation Officer<br>Red River Army Depot,<br>Defense, TX | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000 |
|-------------------|--------|--|--|---|

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|         |        |                                  |                                  |   |
|---------|--------|----------------------------------|----------------------------------|---|
| 764538/ | W67G23 | Transportation Officer           | Transportation Officer           | Transportation Officer                      |
| 764535  |        | Tooele Army Depot,<br>Warner, UT | Tooele Army Depot,<br>Tooele, UT | Tooele Army Depot,<br>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**

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**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).

-1-

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

-2-

(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       | -3-                        |
| Issue By DoDAAC           | -4-                        |
| Admin DoDAAC              | -5-                        |
| Inspect By DoDAAC         | -6-                        |
| Ship To Code              | -7-                        |
| Ship From Code            | -8-                        |
| Mark For Code             | -9-                        |
| Service Approver (DoDAAC) | -10-                       |
| Service Acceptor (DoDAAC) | -11-                       |
| Accept at Other DoDAAC    | -12-                       |
| LPO DoDAAC                | -13-                       |
| DCAA Auditor DoDAAC       | -14-                       |
| Other DoDAAC(s)           | -15-                       |

|                           |   |  |
|---------------------------|---|--|
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|---------------------------|---|--|

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(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.

-16-

(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.

-17-

(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]

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## 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.

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## 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  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER   | MAY/2011    |
| I-10 | 52.204-10              | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS   | JUL/2013    |
| I-11 | 52.204-13              | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE  | JUL/2013    |
| I-12 | 52.204-18              | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE  | NOV/2014    |
| I-13 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG/2013    |
| I-14 | 52.209-9               | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS   | JUL/2013    |
| I-15 | 52.210-1               | MARKET RESEARCH  | APR/2011    |
| I-16 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-17 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR/2008    |
| I-18 | 52.215-2               | AUDIT AND RECORDS--NEGOTIATIONS  | OCT/2010    |
| I-19 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997    |
| I-20 | 52.215-14              | INTEGRITY OF UNIT PRICES   | OCT/2010    |
| I-21 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT/2010    |
| I-22 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | JUL/2005    |
| I-23 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | OCT/2014    |
| I-24 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| I-25 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | JAN/2014    |
| I-26 | 52.222-20              | CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000  | MAY/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 | 52.222-50              | COMBATING TRAFFICKING IN PERSONS   | FEB/2009    |
| I-32 | 52.222-54              | EMPLOYMENT ELIGIBILITY VERIFICATION  | AUG/2013    |
| I-33 | 52.223-6               | DRUG-FREE WORKPLACE  | MAY/2001    |
| I-34 | 52.223-18              | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING  | AUG/2011    |
| I-35 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUN/2008    |
| I-36 | 52.227-1               | AUTHORIZATION AND CONSENT  | DEC/2007    |
| I-37 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | DEC/2007    |
| I-38 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | FEB/2013    |
| I-39 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-40 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002    |
| I-41 | 52.232-11              | EXTRAS   | APR/1984    |
| I-42 | 52.232-17              | INTEREST   | MAY/2014    |
| I-43 | 52.232-23              | ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)  | APR/1984    |
| I-44 | 52.232-25              | PROMPT PAYMENT   | JUL/2013    |
| I-45 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT  | JUL/2013    |
| I-46 | 52.232-39              | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS   | JUN/2013    |
| I-47 | 52.232-40              | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS  | DEC/2013    |
| I-48 | 52.233-1               | DISPUTES   | MAY/2014    |
| I-49 | 52.233-3               | PROTEST AFTER AWARD  | AUG/1996    |
| I-50 | 52.233-4               | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  | OCT/2004    |
| I-51 | 52.242-13              | BANKRUPTCY   | JUL/1995    |
| I-52 | 52.243-1               | CHANGES--FIXED PRICE   | AUG/1987    |
| I-53 | 52.244-5               | COMPETITION IN SUBCONTRACTING  | DEC/1996    |
| I-54 | 52.244-6               | SUBCONTRACTS FOR COMMERCIAL ITEMS  | OCT/2014    |
| I-55 | 52.246-23              | LIMITATION OF LIABILITY  | FEB/1997    |
| I-56 | 52.247-63              | PREFERENCE FOR U.S.-FLAG AIR CARRIERS  | JUN/2003    |

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|------|------------------------|---|-------------|
| I-57 | 52.247-68              | REPORT OF SHIPMENT (REPSHIP)  | FEB/2006    |
| I-58 | 52.248-1               | VALUE ENGINEERING   | OCT/2010    |
| I-59 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | APR/2012    |
| I-60 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984    |
| I-61 | 52.253-1               | COMPUTER GENERATED FORMS  | JAN/1991    |
| I-62 | 252.203-7000           | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS   | SEP/2011    |
| I-63 | 252.203-7001           | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                | DEC/2008    |
| I-64 | 252.203-7002           | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS   | SEP/2013    |
| I-65 | 252.204-7000           | DISCLOSURE OF INFORMATION   | AUG/2013    |
| I-66 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992    |
| I-67 | 252.204-7004           | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT  | FEB/2014    |
| I-68 | 252.204-7006           | BILLING INSTRUCTIONS  | OCT/2005    |
| I-69 | 252.204-7012           | SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION   | NOV/2013    |
| I-70 | 252.204-7015           | DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS   | FEB/2014    |
| I-71 | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS   | DEC/1991    |
| I-72 | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY                     | MAR/2014    |
| I-73 | 252.215-7000           | PRICING ADJUSTMENTS   | DEC/2012    |
| I-74 | 252.225-7001           | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC   | NOV/2014    |
| I-75 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | DEC/2012    |
| I-76 | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | FEB/2013    |
| I-77 | 252.225-7013           | DUTY-FREE ENTRY   | NOV/2014    |
| I-78 | 252.225-7015           | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS   | JUN/2005    |
| I-79 | 252.225-7033           | WAIVER OF UNITED KINGDOM LEVIES   | APR/2003    |
| I-80 | 252.225-7048           | EXPORT-CONTROLLED ITEMS   | JUN/2013    |
| I-81 | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004    |
| I-82 | 252.227-7013           | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS   | FEB/2014    |
| I-83 | 252.227-7014           | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION                         | FEB/2014    |
| I-84 | 252.227-7015           | TECHNICAL DATA--COMMERCIAL ITEMS  | FEB/2014    |
| I-85 | 252.227-7016           | RIGHTS IN BID OR PROPOSAL INFORMATION   | JAN/2011    |
| I-86 | 252.227-7019           | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE  | SEP/2011    |
| I-87 | 252.227-7025           | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS            | MAY/2013    |
| I-88 | 252.227-7027           | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE  | APR/1988    |
| I-89 | 252.227-7030           | TECHNICAL DATA--WITHHOLDING OF PAYMENT  | MAR/2000    |
| I-90 | 252.227-7037           | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA  | JUN/2013    |
| I-91 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991    |
| I-92 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS   | JUN/2012    |
| I-93 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS   | DEC/2006    |
| I-94 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991    |
| I-95 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT   | DEC/2012    |
| I-96 | 252.244-7000           | SUBCONTRACTS FOR COMMERCIAL ITEMS   | JUN/2013    |
| I-97 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT  | MAR/2008    |
| I-98 | 252.247-7023           | TRANSPORTATION OF SUPPLIES BY SEA--BASIC  | APR/2014    |
| I-99 | 52.216-19              | ORDER LIMITATIONS   | OCT/1995    |

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 15, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 250;

(2) Any order for a combination of items in excess of 250; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition

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Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-100            52.216-22            INDEFINITE QUANTITY            OCT/1995

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

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

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

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

(End of Clause)

I-101            252.216-7006            ORDERING            MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through Three years from the Date of Contract Award.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-102            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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

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(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-103

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



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(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.

(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-107            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-108            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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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-109            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-110            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcm.mil/20/guidebook\\_process.htm](http://guidebook.dcm.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is



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(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-113

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, 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_protege/)

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]

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## SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>             | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|--------------------------|-------------|----------------------------------|-----------------------|
| Exhibit A                        | CDRLS A001 - A014        |             |                                  | DATA                  |
| Attachment 0001                  | WATER HEATER SPEC        |             |                                  | EMAIL                 |
| Attachment 0002                  | SOW WH400 TM AND NMWR    |             |                                  | EMAIL                 |
| Attachment 0003                  | PROVISIONING SOW         |             |                                  | EMAIL                 |
| Attachment 0004                  | PACKAGING SOW            |             |                                  | EMAIL                 |
| Attachment 0005                  | MIL-STD-31000A           |             |                                  | EMAIL                 |
| Attachment 0006                  | DI-NDTI-80566A           |             |                                  | EMAIL                 |
| Attachment 0007                  | AWH 400 TRAINING         |             |                                  | EMAIL                 |
| Attachment 0008                  | ECP CHANGE PROPOSAL FORM |             |                                  | EMAIL                 |
| Attachment 0009                  | NOTICE OF REVISION       |             |                                  | EMAIL                 |

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

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| K-1 | 252.203-7005           | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS            | NOV/2011    |
| K-2 | 252.227-7017           | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS   | JAN/2011    |
| K-3 | 252.227-7028           | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT | JUN/1995    |
| K-4 | 52.204-8               | ANNUAL REPRESENTATIONS AND CERTIFICATIONS                                  | NOV/2014    |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 335999.

(2) The small business size standard is 500.

(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 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

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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 USDAdesignated 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, EPAdesignated 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 solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (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--

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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-5            252.204-7007            ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS            AUG/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.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.229-7012, Tax Exemptions (Italy)Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)Representation. Applies to solicitations and contracts when contract performance will be in Spain.

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(viii) 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<br>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)

K-6                      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

|                           |  |                      |
|---------------------------|--|----------------------|
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(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) 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 FAPIS 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-7 | 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 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

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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-8            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
(TACOM)

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-9            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-10            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>.

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(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-11 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION MAR/1990 (TACOM)

(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.)

(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.

Table with 4 columns: Name, Address, Est. Value Of Subcontract, Est. Total of Levies Incl. In Price

(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]

K-12 52.245-4004 CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY JAN/1991

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there [ ] is [ ] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- [ ] will
[ ] will not
[ ] may or may not (not finally determined as of the date of this offer)

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be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$ \_\_\_\_\_ \$ \_\_\_\_\_

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.204-7               | SYSTEM FOR AWARD MANAGEMENT   | JUL/2013    |
| L-2 | 52.204-16              | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING   | NOV/2014    |
| L-3 | 52.214-34              | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE  | APR/1991    |
| L-4 | 52.214-35              | SUBMISSIONS OF OFFERS IN U.S. CURRENCY  | APR/1991    |
| L-5 | 52.215-16              | FACILITIES CAPITAL COST OF MONEY  | JUN/2003    |
| L-6 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY<br>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-7 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|-----|----------|------------------|----------|

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

|     |          |                    |          |
|-----|----------|--------------------|----------|
| L-8 | 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-9 | 52.211-1 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL<br>SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART<br>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)

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L-10            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            MAY/2014  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

(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)

L-11            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-12            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-13            52.211-4047            NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL            DEC/2004  
(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.



|                                       |   |                      |
|---------------------------------------|---|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-14-R-0191<br><b>MOD/AMD</b> | <b>Page 49 of 51</b> |
| <b>Name of Offeror or Contractor:</b> |   |                      |

(a) Every proposal must include certified cost or pricing data for (i) prime contracts expected to exceed \$700,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

- (1) Has an estimated value of \$12.5 million or more, or
- (2) Has an estimated value of more than \$700,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 after FAR 15.408(n).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor certified cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor certified cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

(End of Provision)

L-16            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-17            DA, 52.215-5111            ABILITY ONE SUBCONTRACTING CREDIT            APR/2010

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).

**Name of Offeror or Contractor:**

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-18

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-19

52.245-4002  
(TACOM)ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL  
TOOLING

MAR/1996

(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 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]

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

In accordance with FAR 16.504, the Government is required to order at least the stated minimum amount specified in narrative A001 of Section B. The maximum amount may be achieved through the issuance of a single or combination of orders at any time during the ordering periods, subject to the delivery order limitations established in Section I of this contract.

\*\*\* END OF NARRATIVE M0001 \*\*\*

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| M-1 | 52.209-4011<br>(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]

|     |                        |                            |          |
|-----|------------------------|----------------------------|----------|
| M-2 | 52.216-4006<br>(TACOM) | METHOD OF PRICE EVALUATION | NOV/2007 |
|-----|------------------------|----------------------------|----------|

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

Form Approval OMB No. 0704-0188

The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. 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: AWH 400,000 BTU

B. EXHIBIT: A001 E. CONTRACT/PR NO.:

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER X - Provisioning

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXXXXX

- 
1. DATA ITEM NO: 0001
  2. TITLE: Logistics Management Information (LMI)
  3. SUBTITLE: Maintenance Allocation Chart (MAC)
  4. AUTHORITY: MIL-STD-40051-2B
  5. CONTRACT REFERENCE: Statement of Work
  6. REQUIRING OFFICE: AMSTA-LCS-E 7. DD250 REQ: LT
  8. APP CODE: A 9. DIST. STATEMENT REQ: A
  10. FREQUENCY: As Required. 11. AS OF DATE: N/A
  12. THE INITIAL MAINTENANCE ALLOCATION CHART (MAC) SHALL BE SUBMITTED WITHIN 30 CALENDAR DAYS AFTER THE CONCLUSION OF THE LOGISTICS GUIDANCE CONFERENCE.
  13. THE FINAL MAC WILL BE SUBMITTED AS PART OF THE FINAL REPRODUCIBLE COPY OF THE FIELD LEVEL MANUAL, CDRL A006.
  14. DISTRIBUTION:
    - A. ADDRESSEE: AMSTA-LCS-ECE: samuel.a.pitts4.civ@mail.milDCMA QAR (TBD)
  - B. COPIES:
  - DRAFT:
  - FINAL:
  - REG 1 REPRO: 1 EA
15. TOTAL COPIES: 2
16. REMARKS:

THE MAINTENANCE ALLOCATION CHART SHALL BE IN TWO LEVEL MAINTENANCE FORMATS AS OUTLINED IN MIL-STD 40051-2B.

THE GOVERNMENT WILL DETERMINE ACCEPTANCE OR REJECTION OF ALL SUBMISSIONS AND NOTIFY CONTRACTOR WITHIN 30 CALENDAR DAYS OF RECEIPT OF SUBMISSION. IF REJECTED, THE CONTRACTOR WILL HAVE 15 DAYS TO MAKE NECESSARY CORRECTIONS AND RETURN TO THE GOVERNMENT FOR SUBSEQUENT REVIEW.

ALL SUBMISSIONS SHALL BE IN HARD COPY AND ON COMPACT DISC (CD). ACCEPTABLE FORMATS ARE PDF OR MS WORD OR EQUIVALENTS.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

-----

G. PREPARED BY: SAMUEL A. PITTS

H: DATE: 13 JANUARY 2015

I: APPROVED BY: SAMUEL A. PITTS

J: DATE: 13 JANUARY 2015

Form Approval OMB No. 0704-0188

The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. A002: D. SYSTEM/ITEM: AWH 400,000 BTU

B. EXHIBIT: A002 E. CONTRACT/PR NO.:

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER X - Provisioning

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

- 
1. DATA ITEM NO: 0001
  2. TITLE: Logistics Management Information (LMI)
  3. SUBTITLE: Provisioning Pars List (PPL)
  4. AUTHORITY: DI-ALSS-81529
  5. CONTRACT REFERENCE: Statement of Work
  6. REQUIRING OFFICE: AMSTA-LCS-E 7. DD250 REQ: LT
  8. APP CODE: A 9. DIST. STATEMENT REQ: A
  10. FREQUENCY: As Required. 11. AS OF DATE: N/A
  12. THE INITIAL PROVISIONING PART LIST (PPL) CHANGE FILE SUBMITTAL SHALL BE DUE 30 DAYS AFTER GOVERNMENT ACCEPTANCE OF THE INITIAL MAC.
  13. THE FINAL PPL CHANGE FILE SHALL BE DUE 30 DAYS AFTER GOVERNMENT ACCEPTANCE OF THE INITIAL PPL SUBMISSION.
  14. DISTRIBUTION:
    - A. ADDRESSEE:  
AMSTA-LCS-ECE: samuel.a.pitts4.civ@mail.mil  
DCMA QAR (TBD)
    - B. COPIES:  
DRAFT: 1  
FINAL:  
REG 2 REPRO: EA
  15. TOTAL COPIES: 2
  16. REMARKS:

THE PPL SHALL PASS ALL GOVERNMENT EDITS WITHIN POWER LOG-J AND STAGING AREA REVIEW WITH IN LMP BEFORE ACCEPTANCE BY THE GOVERNMENT.

THE GOVERNMENT WILL DETERMINE ACCEPTANCE OR REJECTION OF EACH PPL SUBMISSION AND NOTIFY THE CONTRACTOR WITHIN 30 DAYS OF RECEIPT OF EACH SUBMISSION. IF REJECTED, THE CONTRACTOR SHALL HAVE 15 DAYS OF RECEIPT OF REJECTION LETTER TO RETURN CORRECTED COPY TO THE GOVERNMENT.

SUBMITTAL SHALL BE IN PAPER HARD COPY AND ON COMPACT DISC (CD) IN 1388-2B, ASCII FORMAT, 80 CARD COLUMN CHARACTER WIDTH IN A TEXT (.TXT) FILE.

SUBMITTAL SHALL INCLUDE A LETTER OF TRANSMITTAL AND CLEARLY MARKED AS TO DATA PRODUCT.

17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A

-----

G. PREPARED BY: SAMUEL A. PITTS  
H: DATE: 13 JANUARY 2015  
I: APPROVED BY: SAMUEL A. PITTS  
J: DATE: 13 January 2015

Form Approval OMB No. 0704-0188

The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. A003: D. SYSTEM/ITEM: AWH 400,000 BTU  
B. EXHIBIT: A003 E. CONTRACT/PR NO.:  
C. CATEGORY:  
TDP \_\_\_\_ TM \_\_\_\_ OTHER \_X\_ Provisioning

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

- 
1. DATA ITEM NO: 0001
  2. TITLE: Logistics Management Information (LMI)
  3. SUBTITLE: Engineering Data for Provisioning (EDFP)
  4. AUTHORITY: DI-SESS-81874
  5. CONTRACT REFERENCE: Statement of Work
  6. REQUIRING OFFICE: AMSTA-LCS-ECE 7. DD250 REQ: LT
  8. APP CODE: A 9. DIST. STATEMENT REQ: A
  10. FREQUENCY: AS REQUIRED. 11. AS OF DATE: AS REQUIRED.

12. THE INITIAL ENGINEERING DATA FOR PROVISIONING SUBMITTAL SHALL BE DUE 30 DAYS AFTER GOVERNMENT ACCEPTANCE OF THE INITIAL MAC.  
13. DATE OF SUBS. SUBMISSION: THE FINAL EDFP SHALL BE DUE 30 DAYS AFTER GOVERNMENT ACCEPTAANCE OF THE INITIAL EDFP SUBMISSION.  
14. DISTRIBUTION:  
A. ADDRESSEE: samuel.a.pitts4.civ@mail.mil

DCMA QAR (TBD)  
B. COPIES: AMSTA-LCS-ECE  
DRAFT:  
FINAL: 2  
REG 2 REPRO: EA  
15. TOTAL COPIES: 2  
16. REMARKS:

THE GOVERNMENT WILL DETERMINE ACCEPTANCE OR REJECTION OF EACH EDFP SUBMISSION AND NOTIFY THE CONTRACTOR WITHIN 30 DAYS OF RECEIPT OF EACH SUBMISSION. IF REJECTED, THE CONTRACTOR SHALL HAVE 15 DAYS OF RECEIPT OF REJECTION LETTER TO RETURN CORRECTED COPY TO THE GOVERNMENT.

SUBMITTAL SHALL BE IN PAPER HARD COPY AND ON COMPACT DISK (CD) IN PORTABLE DOCUMENT FORMAT (PDF.) AS DEFINED IN THE STATEMENT OF WORK.

17. PRICE GROUP: N/A  
18. ESTIMATED TOTAL PRICE: N/A

-----  
G. PREPARED BY: SAMUEL. A. PITTS  
H: DATE: 13 JANUARY 2015  
I: APPROVED BY: JOE GONZALES  
J: DATE: 13 JANUARY 2015

\*\*\*\*\*  
Form Approval OMB No. 0704-0188

The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. A004: D. SYSTEM/ITEM: AWH 400,000  
B. EXHIBIT: A004 E. CONTRACT/PR NO.:  
C. CATEGORY:  
TDP \_\_\_\_ TM \_\_\_\_ OTHER X  
F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

-----  
1. DATA ITEM NO: 0001  
2. TITLE: Operator and Field Maintenance Manual, including RPSTL, for the Water Heater 400000 BTU (WH-400)  
3. SUBTITLE: TM 10-4520-266-13&P  
4. AUTHORITY: MIL-STD 40051-2B (XML)  
5. CONTRACT REFERENCE: Statement of Work  
6. REQUIRING OFFICE: AMSTA-LCS-EB 7. DD250 REQ: LT  
8. APP CODE: A 9. DIST. STATEMENT REQ: A  
10. FREQUENCY: 3T. 11. AS OF DATE: 16 APRIL 2014  
12. THE INITIAL SUBMISSION OF THE PRELIMINARY TECHNICAL MANUAL (PTM) SHALL BE DUE 45 DAYS AFTER THE ACCEPTANCE OF THE APPROVED MAINTENANCE ALLOCATION CHART. THE SECOND SUBMISSION PTM SHALL BE DUE 45 DAYS AFTER THE CONTRACTORS RECEIPT OF THE GOVERNMENT MARKUP OF THE INITIAL SUBMISSION. THE GOVERNMENT WILL PROVIDE THE VERIFICATION MARKUP OF THE SECOND SUBMISSION WITHIN 20 DAYS OF CONCLUSION OF THE VERIFICATION CONFERENCE.  
13. DATE OF SUBS. SUBMISSION: THE FINAL REPRODUCIBLE COPY (FRC) SHALL BE DUE 45 DAYS OF RECEIPT OF THE MASTER MARK UP.  
14. DISTRIBUTION:  
A. ADDRESSEE: samuel.a.pitts.civ@mail.mil

DCMA QAR (TBD)  
B. COPIES: AMSTA-LCS-EB; SFAE-CSS-FP-F  
DRAFT:12  
FINAL: 6  
REG REPRO: 6 EA  
15. TOTAL COPIES: 12

16. REMARKS:

THE VERIFICATION CONFERENCE WILL BE SCHEDULED TO OCCUR NO SOONER THAN 30 DAYS AFTER ACCEPTANCE OF THE SECOND SUBMISSION.

THE GOVERNMENT WILL PROVIDE ACCEPTANCE OR REJECTION WITHIN 45 DAYS OF RECEIPT OF THE SECOND AND FRC SUBMISSIONS.

IF ANY SUBMISSION IS REJECTED, THE CONTRACTOR SHALL HAVE 30 DAYS TO UPDATE THE DRAFT AND RESUBMIT. ALL SUBMISSIONS WILL BE CONSIDERED DRAFT UNTIL ACCEPTED.

ALL SUBMISSIONS SHALL BE ACCOMPANIED BY A LETTER OF TRANSMITTAL. THE FRC SUBMISSIONS SHALL BE ACCOMPANIED BY A DD FORM 250.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

G. PREPARED BY: SAMUEL A. PITTS

H: DATE: 14 JANUARY 2015

I: APPROVED BY: SAMUEL A. PITTS

J: DATE: 14 JANUARY 2015

\*\*\*\*\*

Form Approval OMB No. 0704-0188

The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. A005: D. SYSTEM/ITEM: AWH 400,000 BTU

B. EXHIBIT: A005 E. CONTRACT/PR NO.:

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER \_X\_ Report

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

1. DATA ITEM NO: 0001

2. TITLE: Validation Plan & Report for Operator and Field Maintenance Manual for WH-400

3. SUBTITLE: Validation Plan and Validation Report for TM 10-4520-266-13&P

4. AUTHORITY: DI-CMAN-80792A

5. CONTRACT REFERENCE: Statement of Work

6. REQUIRING OFFICE: AMSTA-LCS-EB 7. DD250 REQ:

8. APP CODE: A 9. DIST. STATEMENT REQ: A

10. FREQUENCY: 2T. 11. AS OF DATE: 16 APRIL 2014

12. THE CONTRACTOR VALIDATION PLAN SHALL BE SUBMITTED CONCURRENT WITH THE INITIAL SUBMISSION OF THE 13&P TECHNICAL MANUAL. THE VALIDATION REPORT SHALL BE DUE CONCURRENT WITH THE DELIVERY OF THE SECOND SUBMISSION OF THE PRELIMINARY TECHNICAL MANUAL (PTM).

13. DATE OF SUBS. SUBMISSION: UPON RECEIPT, THE GOVERNMENT WILL HAVE 30 DAYS TO REVIEW AND ACCEPT OR REJECT THE CONTRACTORS PROPOSED VALIDATION PLAN AND REPORT. IF REJECTED, THE CONTRACTOR SHALL HAVE 10 DAYS TO SUBMIT A REVISED VALIDATION PLAN AND/OR VALIDATION REPORT. ALL SUBMISSIONS WILL BE CONSIDERED DRAFT UNTIL ACCEPTED.

14. DISTRIBUTION:

A. ADDRESSEE: samuel.a.pitts4.civ@mail.mil

DCMA QAR (TBD)

B. COPIES: AMSTA-LCS-EB; SFAE-CSS-FP-F

DRAFT:

FINAL:

REG 8 REPRO: EA

15. TOTAL COPIES: 8

16. REMARKS:

CONTRACTOR SHALL PREPARE AND SUBMIT A VALIDATION PLAN (IN CONTRACTOR FORMAT) DETAILING CONDUCT OF THE CONTRACTORS TECHNICAL MANUAL TM VALIDATION EFFORT FOR TM 10-4520-266 13&P.

CONTRACTOR SHALL PREPARE A VALIDATION REPORT (IN CONTRACTOR FORMAT) DETAILING CONDUCT AND RESULTS OF THE CONTRACTORS TECHNICAL MANUAL VALIDATION EFFORT FOR TM 10-4520-XX-13&P.

THE VALIDATION PLAN AND REPORT SHALL BE SUBMITTED IN PDF AND PAPER (HARD COPY) FORMAT.

A DD FORM 250 SHALL ACCOMPANY THE VALIDATION REPORTS SUBMITTALS.

17. PRICE GROUP: N/A  
18. ESTIMATED TOTAL PRICE: N/A

-----  
G. PREPARED BY: SHARON LORRAINE  
H: DATE: 14 JANUARY 2015  
I: APPROVED BY: SAMUEL A. PITTS  
J: DATE: 14 JANUARY 2015

\*\*\*\*\*  
Form Approval OMB No. 0704-0188

The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. A006: D. SYSTEM/ITEM: AWH 400,000 BTU  
B. EXHIBIT: A006 E. CONTRACT/PR NO.:  
C. CATEGORY:  
TDP \_\_\_\_ TM \_\_\_\_ OTHER \_X\_  
F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

-----  
1. DATA ITEM NO: 0001  
2. TITLE: Logistics Management Information (LMI) DATA PRODUCTS  
3. SUBTITLE: PACKAGING DATA PRODUCTS  
4. AUTHORITY: DI-SESS-81758  
5. CONTRACT REFERENCE: Statement of Work  
6. REQUIRING OFFICE: AMSTA-LCL-MSP 7. DD250 REQ: LT  
8. APP CODE: A 9. DIST. STATEMENT REQ: A  
10. FREQUENCY: AS REQUIRED. 11. AS OF DATE: N/A  
12. THE INITIAL SUBMISSION IS DUE 30 DAYS AFTER ACCEPTANCE OF FINAL PPL. IF NO PPL IS REQUIRED, THE INITIAL SUBMISSION IS DUE 30 DAYS AFTER THE INITIAL SUBMISSION OF THE TECHNICAL MANUAL.  
13. DATE OF SUBS. SUBMISSION: THE FINAL SUBMISSION IS DUE WITHIN 30 DAYS OF ACCEPTANCE OF THE INITIAL SUBMISSION.  
14. DISTRIBUTION:  
A. ADDRESSEE: AMSTA-LCL-MSP: wilfredo.j.rodriguez2.civ@mail.mil  
DAMI-PM-CEMHE  
DCMA QAR (TBD)  
B. COPIES: AMSTA-LCL-MSP  
DRAFT: 1  
FINAL:  
REG REPRO: 1 EA  
15. TOTAL COPIES: 1  
16. REMARKS:

TAILORING: AS CLARIFIED AND TAILORED BY THE PACKAGING STATEMENT OF WORK.

THE GOVERNMENT SHALL REVIEW AND DETERMINE THE ACCEPTANCE OF EACH SUBMISSION AND NOTIFY THE CONTRACTOR WITHIN 30 DAYS OF RECEIPT.

FOR ENGINEERING CHANGES AND LOGISTICS CHANGES, SUBMIT WITHIN 60 DAYS AFTER APPROVED CHANGE.

SUBMISSION SHALL BE VIA ELECTRONIC MAIL (E-MAIL). THE SUBMISSION SHALL BE PREPARED AND DELIVERED IN CURRENT MICROSOFT OFFICE SOFTWARE SUITE.

17. PRICE GROUP: N/A  
18. ESTIMATED TOTAL PRICE: N/A

-----  
G. PREPARED BY: WILFREDO RODRIGUEZ  
H: DATE: 13 JANUARY 2015  
I: APPROVED BY: WILFREDO RODRIGUEZ  
J: DATE: 13 JANUARY 2015

\*\*\*\*\*

Form Approval OMB No. 0704-0188

The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. A007: D. SYSTEM/ITEM: AWH 400,000 BTU

B. EXHIBIT: A007 E. CONTRACT/PR NO.:

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER X\_\_

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

- 
1. DATA ITEM NO: 0001
  2. TITLE: Special Packaging Instructions (SPI)
  3. SUBTITLE: Packaging Data SPI
  4. AUTHORITY: DI-PACK-80121B
  5. CONTRACT REFERENCE: Statement of Work
  6. REQUIRING OFFICE: AMSTA-LCL-MSP 7. DD250 REQ: LT
  8. APP CODE: A 9. DIST. STATEMENT REQ: A
  10. FREQUENCY: AS REQUIRED. 11. AS OF DATE: N/A
  12. THE INITIAL SUBMISSION IS DUE 30 DAYS AFTER ACCEPTANCE OF FINAL PPL. IF NO PPL IS REQUIRED, THE INITIAL SUBMISSION IS DUE 30 DAYS AFTER THE INITIAL SUBMISSION OF THE TECHNICAL MANUAL.
  13. THE FINAL SUBMISSION IS DUE WITHIN 30 DAYS OF ACCEPTANCE OF THE INITIAL SUBMISSION.
  14. DISTRIBUTION:  
A. ADDRESSEE: AMSTA-LCL-MSP: wilfredo.j.rodriquez2.civ@mail.mil  
DAMI-PM-CEMHE  
DCMA QAR (TBD)
  - B. COPIES:  
DRAFT:1  
FINAL:  
REG REPRO: 1 EA
  15. TOTAL COPIES: 1
  16. REMARKS:

A PACKAGING VALIDATION TEST REPORT SHALL BE SUBMITTED FOR EACH SPI COMPONENT AS AN ATTACHMENT TO THE SPECIAL PACKAGING INSTRUCTION.

THE GOVERNMENT WILL REVIEW AND DETERMINE THE ACCEPTANCE OF EACH SUBMISSION AND NOTIFY THE CONTRACTOR WITHIN 30 DAYS OF RECEIPT.

FOR ENGINEERING CHANGES AND LOGISTICS CHANGES, SUBMIT WITHIN 60 DAYS AFTER APPROVED CHANGE.

SUBMISSION SHALL BE VIA ELECTRONIC MAIL (E-MAIL). THE SUBMISSION SHALL BE PREPARED AND DELIVERED IN CURRENT MICROSOFT OFFICE SOFTWARE SUITE.

17. PRICE GROUP: N/A  
18. ESTIMATED TOTAL PRICE: N/A

-----  
G. PREPARED BY: WILFREDO RODRIGUEZ  
H: DATE: 13 JANUARY 2015  
I: APPROVED BY: WILFREDO RODRIGUEZ  
J: DATE: 13 JANUARY 2015

\*\*\*\*\*

Form Approval OMB No. 0704-0188

The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. A008: D. SYSTEM/ITEM: AWH 400,000 BTU

B. EXHIBIT: A008 E. CONTRACT/PR NO.:

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER \_X\_

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

- 
1. DATA ITEM NO: 0001
  2. TITLE: Interface Drawings
  3. SUBTITLE:
  4. AUTHORITY: DI-SESS-81000E
  5. CONTRACT REFERENCE: Statement of Work
  6. REQUIRING OFFICE: SFAE-CSS-FP-F 7. DD250 REQ:
  8. APP CODE: 9. DIST. STATEMENT REQ: A
  10. FREQUENCY: As Required. 11. AS OF DATE: N/A
  12. THE CONTRACTOR SHALL SUBMIT THE PRELIMINARY INTERFACE DRAWINGS 60 DAYS AFTER CONTRACT AWARD. GOVERNMENT WILL REVIEW AND DETERMINE ACCEPTANCE OR REJECTION WITHIN 15 DAYS OF RECEIPT.
  13. THE FINAL INTERFACE DRAWINGS SHALL BE DUE 15 DAYS AFTER APPROVAL OF THE PRELIMINARY DRAWINGS.
  14. DISTRIBUTION:
    - A. ADDRESSEE: joseph.a.mackoul.civ@mail.mil
- DCMA QAR (TBD)
- B. COPIES: SFAE-CSS-FP-F
- DRAFT: 1  
FINAL: 2  
REG 1 REPRO: 1 EA
15. TOTAL COPIES: 9
16. REMARKS:

THE CONTRACTOR SHALL PROVIDE WH 400 INTERFACE DRAWING AND PART LIST DETAILING LOCATIONS AND DIMENSIONS OF ALL INTERFACE CONNECTIONS INCLUDING THE FRAME, THE WATER INLET, WATER OUTLET, ELECTRICAL CONNECTION, FUEL CONNECTION, AND THE EXHAUST OUTLET DIAMETER AND LOCATION PER THE PERFORMANCE SPECIFICATION MIL-PRF-32242. THE CONTRACTOR SHALL DELIVER A TECHNICAL DATA PACKAGE (TDP) OF DRAWINGS AND ASSOCIATED PARTS LISTS PER MIL-STD-31000, INCLUDING BUT NOT LIMITED TO DRAWINGS, PARTS LISTS, SPECIFICATIONS AND COMMERCIAL ITEM DESCRIPTIONS.

DIGITAL SUBMISSIONS IN AUTOCAD FORMAT ARE ACCEPTABLE.

17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A

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G. PREPARED BY: MARIE SWAN  
H: DATE: 13 JANUARY 2015  
I: APPROVED BY: JOSEPH MACKOUL  
J: DATE: 13 JANUARY 2015

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Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. A009: D. SYSTEM/ITEM: AWH 400,000 BTU

B. EXHIBIT: A009 E. CONTRACT/PR NO.:

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER X-  
F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

- 1. DATA ITEM NO: 0001
- 2. TITLE: Production Test and Inspection Plan
- 3. SUBTITLE:
- 4. AUTHORITY: DI-NDTI-80566A
- 5. CONTRACT REFERENCE: Statement of Work
- 6. REQUIRING OFFICE: SFAE-CSS-FP-F 7. DD250 REQ:
- 8. APP CODE: 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: As Required. 11. AS OF DATE: N/A
- 12. THE CONTRACTOR SHALL SUBMIT A PRELIMINARY PRODUCTION TEST PLAN 60 DYAS AFTER CONTRACT AWARD. GOVERNMENT WILL REVIEW AND DETERMINE ACCEPTANCE OR REJECTION WITHIN 15 DAYS OF RECEIPT.
- 13. THE FINAL PRODUCTION TEST PLAN SHALL BE DUE 15 DAYS AFTER APPROVAL OF THE DRAFT PRODUCTION TEST PLAN.
- 14. DISTRIBUTION:
  - A. ADDRESSEE:
    - SFAE-CSS-FP-F: joseph.a.mackoul.civ@mail.mil
    - DCMA QAR (TBD)
  - B. COPIES:
    - DRAFT: 1
    - FINAL:
      - REG 1 REPRO: 1 EA
- 15. TOTAL COPIES: 3
- 16. REMARKS:

THE CONTRACTOR SHALL SUBMIT A PRODUCTION TEST AND INSPECTIONPLAN IAW THE APPLICABLE REQUIREMENTS OF DI-NDTI-80566A FOR THE WH 400. THE PLAN MUST INCLUDE AN INSPECTION AND TEST SYSTEM TO SUBSTANTIATE PRODUCT CONFORMANCE TO DRAWINGS, SPECIFICATIONS, ASME BOILER AND PRESSURE VESSEL CODE SECTION IV, PART HLW, AND CONTRACT REQUIREMENTS AND TO ALL INSPECTIONS AND TESTS REQUIRED BY THE RESULTANT CONTRACT. THE TEST PLAN AND PROCEDURES SHALL DESCRIBE SAMPLE, IN-PROCESS, AND END ITEM TESTS TO BE PERFORMED AS REQUIRED BY THE APPLICABLE SPECIFICATION. TEST PROCEDURES SHALL INCLUDE APPLICABLE TEST REFERENCE, REQUIRED EQUIPMNET TO PERFORM THE TEST, LOCATION OF THE TEST, STEP BY STEP INSTRUCTIONS FOR THE TEST, DATA TO BE RECORDED, AND PASS/FAIL CRITERIA.

DIGITAL SUBMISSIONS IN MS WORD 2007 OR PORTABLE DOCUMENT FORMAT ARE ACCEPTABLE.

- 17. PRICE GROUP: N/A
- 18. ESTIMATED TOTAL PRICE: N/A

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G. PREPARED BY: MARIE SWAN  
 H: DATE: 13 JANUARY 2015  
 I: APPROVED BY: JOSEPH MACKOUL  
 J: DATE: 13 JANUARY 2015

\*\*\*\*\*

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. A010: D. SYSTEM/ITEM: AWH 400,000 BTU  
 B. EXHIBIT: A010 E. CONTRACT/PR NO.:  
 C. CATEGORY:  
 TDP \_\_\_\_ TM X OTHER \_\_\_\_  
 F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

- 
- 1. DATA ITEM NO: 0001
  - 2. TITLE: National Maintenance Work Requirements, including RPSTL, for Army Water Heater 400,000 BTU
  - 3. SUBTITLE: NMWR 10-4520-xxx
  - 4. AUTHORITY: MIL-STD 40051-2B
  - 5. CONTRACT REFERENCE: Section C Statement of Work
  - 6. REQUIRING OFFICE: AMSTA-LCS-EB 7. DD250 REQ:
  - 8. APP CODE: 9. DIST. STATEMENT REQ: A

- 10. FREQUENCY: 3T. 11. AS OF DATE: 16 APRIL 2014
- 12. THE INITIAL SUBMISSION OF THE NATIONAL MAINTENANCE WORK REQUIREMENT (NMWR) SHALL BE DUE 45 DAYS AFTER ACCEPTANCE OF THE FRC 13&P TM. THE SECOND SUBMISSION NMWR SHALL BE DUE 45 DAYS AFTER THE CONTRACTORS RECEIPT OF THE GOVERNMENT MARKUP OF THE INITIAL SUBMISSION.
- 13. THE FINAL REPRODUCIBLE COPY (FRC) SHALL BE DUE 45 DAYS OF RECEIPT OF THE MASTER MARK UP.
- 14. DISTRIBUTION:
  - A. ADDRESSEE:  
AMSTA-LCS-EB: samuel.a.pitts4.civ@mail.mil  
SFAE-CSS-FP-F  
DCMA QAR (TBD)
  - B. COPIES:  
DRAFT: 12  
FINAL:  
REG REPRO: 6 EA
- 15. TOTAL COPIES: 6
- 16. REMARKS:

THE VERIFICATION CONFERENCE WILL BE SCHEDULED TO OCCUR NO SOONER THAN 30 DAYS AFTER ACCEPTANCE OF THE SECOND SUBMISSION.

THE GOVERNMENT WILL PROVIDE THE VERIFICATION MARKUP OF THE SECOND SUBMISSION WITHIN 20 DAYS OF CONCLUSION OF THE VERIFICATION CONFERENCE.

THE GOVERNMENT WILL PROVIDE ACCEPTANCE OR REJECTION WITHIN 45 DAYS OF RECEIPT OF THE SECOND AND FRC SUBMISSIONS.

IF ANY SUBMISSION IS REJECTED, THE CONTRACTOR SHALL HAVE 30 DAYS TO UPDATE THE DRAFT AND RESUBMIT. ALL SUBMISSIONS WILL BE CONSIDERED DRAFT UNTIL ACCEPTED.

ALL SUBMISSIONS SHALL BE ACCOMPANIED BY A LETTER OF TRANSMITTAL. THE FRC SUBMISSIONS SHALL BE ACCOMPANIED BY A DD FORM 250.

- 17. PRICE GROUP: N/A
- 18. ESTIMATED TOTAL PRICE: N/A

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G. PREPARED BY: LORRAINE SHARON  
H: DATE: 13 JANUARY 2015  
I: APPROVED BY: SAMUEL PITTS  
J: DATE: 13 JANUARY 2015  
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Form Approval OMB No. 0704-0188  
The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NO. A011: D. SYSTEM/ITEM: AWH 400,000 BTU
- B. EXHIBIT: A011 E. CONTRACT/PR NO.:
- C. CATEGORY:  
TDP \_\_\_\_ TM \_\_\_\_ OTHER X Provisioning
- F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

- 
- 1. DATA ITEM NO: 0001
  - 2. TITLE: Validation Report for National Maintenance Work Requirement for WH 400
  - 3. SUBTITLE: Validation Plan and Validation Report for NMWR 10-4520-xxx
  - 4. AUTHORITY: DI-CMAN-80792A 5. CONTRACT REFERENCE: Statement of Work
  - 6. REQUIRING OFFICE: AMSTA-LCS-EB 7. DD250 REQ:
  - 8. APP CODE: 9. DIST. STATEMENT REQ: A
  - 10. FREQUENCY: 2T. 11. AS OF DATE: 16 APRIL 2014.
  - 12. THE CONTRACTOR VALIDATION PLAN SHALL BE SUBMITTED CONCURRENT WITH THE INITIAL SUBMISSION OF THE NMWR. IF REJECTED, THE CONTRACTOR SHALL HAVE 10 DAYS TO SUBMIT A REVISED VALIDATION PLAN. THE VALIDATION REPORT SHALL BE DUE CONCURRENT WITH THE DELIVERY OF THE SECOND SUBMISSION OF THE PRELIMINARY NMWR. UPON RECEIPT, THE GOVERNMENT WILL HAVE 30 DAYS TO REVIEW AND ACCEPT OR REJECT THE CONTRACTORS PROPOSED VALIDATION REPORT. IF REJECTED, THE CONTRACTOR SHALL HAVE 10 DAYS TO SUBMIT A REVISED VALIDATION REPORT. ALL SUBMISSIONS WILL BE CONSIDERED DRAFT UNTIL ACCEPTED.

13. DATE OF SUBS. SUBMISSION:  
14. DISTRIBUTION:  
A. ADDRESSEE: AMSTA-LCS-EB: samuel.a.pitts4.civ@mail.mil  
SFAE-CSS-FP-F

DCMA QAR (TBD)  
B. COPIES:  
DRAFT:  
FINAL:  
REG 8 REPRO: EA  
15. TOTAL COPIES: 8  
16. REMARKS:

CONTRACTOR SHALL PREPARE AND SUBMIT A VALIDATION PLAN (IN CONTRACTOR FORMAT) DETAILING CONDUCT OF THE CONTRACTORS TECHNICAL MANUAL \ '99  
VALIDATION EFFORT FOR NMWR 10-4520-xxx.

CONTRACTOR SHALL PREPARE A VALIDATION REPORT (IN CONTRACTOR FORMAT) DETAILING CONDUCT AND RESULTS OF THE CONTRACTORS TECHNICAL MANUAL  
VALIDATION EFFORT FOR NMWR 10-4520-xxx.

THE VALIDATION PLAN AND REPORT SHALL BE SUBMITTED IN PDF AND PAPER (HARD COPY) FORMAT.

A DD FORM 250 SHALL ACCOMPANY THE VALIDATION REPORTS SUBMITTALS.

17. PRICE GROUP: N/A  
18. ESTIMATED TOTAL PRICE: N/A

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G. PREPARED BY: LORRAINE SHARON  
H: DATE: 17 APRIL 2014  
I: APPROVED BY: SAMUEL PITTS  
J: DATE: 18 APRIL 2014

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Form Approval OMB No. 0704-0188

The 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, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. A012: D. SYSTEM/ITEM: AWH 400,000 BTU  
B. EXHIBIT: A012 E. CONTRACT/PR NO.:  
C. CATEGORY:  
TDP \_\_\_\_ TM \_\_\_\_ OTHER \_X\_ Provisioning  
F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXXXX

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1. DATA ITEM NO: 0001  
2. TITLE: Logistics Management Information (LMI)  
3. SUBTITLE: Provisioning Parts List (PPL)  
4. AUTHORITY: DI-ALSS-NMWR 5. CONTRACT REFERENCE: Statement of Work  
6. REQUIRING OFFICE: AMSTA-LCS-E 7. DD250 REQ: LT  
8. APP CODE: A 9. DIST. STATEMENT REQ: A  
10. FREQUENCY: AS REQUIRED. 11. AS OF DATE: N/A  
12. DATE OF FIRST SUBMISSION: THE INITIAL NMWR PPL CHANGE FILE SHALL BE DUE CONCURRENT WITH THE INITIAL SUBMISSION OF THE NATIONAL  
MAINTENANCE WORK REQUIREMENT (NMWR) SUBMISSION.  
13. DATE OF SUBS. SUBMISSION: THE FINAL NMWR PPL CHANGE FILE SHALL BE DUE 30 DAYS AFTER GOVERNMENT ACCEPTANCE OF THE INITIAL NMWR PPL.  
14. DISTRIBUTION:  
A. ADDRESSEE: AMSTA-LCS-ECE: samuel.a.pitts4.civ@mail.mil

DCMA QAR (TBD)  
B. COPIES: AMSTA-LCS-ECE  
DRAFT:  
FINAL:

REG 1 REPRO: EA  
15. TOTAL COPIES: 1  
16. REMARKS:

GOVERNMENT WILL DETERMINE ACCEPTANCE OR REJECTION OF EACH NMWR PPL SUBMISSION AND NOTIFY CONTRACTOR WITHIN 30 CALENDAR DAYS OF RECEIPT. IF REJECTED, THE CONTRACTOR SHALL HAVE 15 DAYS FOR NECESSARY CORRECTIONS AND RETURN TO GOVERNMENT.

DATA SUBMITTED WITHOUT MARKINGS IAW THE SOW SHALL BE REJECTED.

SUBSEQUENT SUBMITTALS SHALL INCLUDE A LETTER OF TRANSMITTAL AND CLEARLY MARKED UPDATES OF THE CHANGES MADE FROM THE PREVIOUS SUBMISSIONS.

SUBMITTAL SHALL BE IN PAPER HARD COPY AND ON COMPACT DISK (CD) IN PORTABLE FORMAT (.PDF) AS DEFINED IN STATEMENT OF WORK (SOW).

17. PRICE GROUP: N/A  
18. ESTIMATED TOTAL PRICE: N/A

-----  
G. PREPARED BY: SAMUEL PITTS  
H: DATE: 13 JANUARY 2015  
I: APPROVED BY: SAMUEL PITTS  
J: DATE: 13 JANUARY 2015

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Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. A013: D. SYSTEM/ITEM: AWH 400,000 BTU TYPE II  
B. EXHIBIT: A013 E. CONTRACT/PR NO.:  
C. CATEGORY:  
TDP \_\_\_\_ TM \_\_\_\_ OTHER \_X\_ Report  
F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

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1. DATA ITEM NO: 0001  
2. TITLE: Logistics Management Information (LMI)  
3. SUBTITLE: Engineering Data For Provisioning (EDFP) NMWR  
4. AUTHORITY: DI-ALSS-81529  
5. CONTRACT REFERENCE: Statement of Work  
6. REQUIRING OFFICE: AMSTA-LCS-E 7. DD250 REQ: LT  
8. APP CODE: A 9. DIST. STATEMENT REQ: A  
10. FREQUENCY: As Required. 11. AS OF DATE: N/A  
12. THE INITIAL NMWR EDFP SHALL BE DUE WITHIN 30 DAYS OF THE ACCEPTANCE OF THE FRC 13&P TECHNICAL MANUAL.  
13. THE FINAL NMWR EDFP SHALL BE DUE 30 DAYS AFTER GOVERNMENT ACCEPTANCE OF THE INITIAL EDFP.  
14. DISTRIBUTION:  
A. ADDRESSEE: AMSTA-LCS-E: samuel.a.pitts4.civ@mail.mil  
DCMA QAR (TBD)  
B. COPIES:  
DRAFT:  
FINAL:  
REG 1 REPRO: EA  
15. TOTAL COPIES: 1  
16. REMARKS:

GOVERNMENT SHALL DETERMINE ACCEPTANCE OR REJECTION OF EACH NMWR EDFP SUBMISSION AND NOTIFY CONTRACTOR WITHIN 30 CALENDAR DAYS OF RECEIPT. IF REJECTED, THE CONTRACTOR SHALL HAVE 15 DAYS FOR NECESSARY CORRECTIONS AND RETURN TO THE GOVERNMENT.

DATA SUBMITTED WITHOUT MARKINGS IAW THE SOW SHALL BE REJECTED.

SUBSEQUENT SUBMITTALS SHALL INCLUDE A LETTER OF TRANSMITTAL AND CLEARLY MARKED UPDATES OF THE CHANGES MADE FROM THE PREVIOUS SUBMISSIONS.

SUBMITTAL SHALL BE IN PAPER HARD COPY AND ON COMPACT DISC (CD) IN PORTABLE FORMAT (.PDF) AS DEFINED IN STATEMENT OF WORK (SOW).

- 17. PRICE GROUP: N/A
- 18. ESTIMATED TOTAL PRICE: N/A

-----  
G. PREPARED BY: SAMUEL PITTS  
H: DATE: 13 JANUARY 2015  
I: APPROVED BY: SAMUEL PITTS  
J: DATE: 13 JANUARY 2015

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Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. A014: D. SYSTEM/ITEM: AWH 400,000 BTU

B. EXHIBIT: A014 E. CONTRACT/PR NO.:

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER X

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

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- 1. DATA ITEM NO: 0001
  - 2. TITLE: Instructional Media Package
  - 3. SUBTITLE: Interactive Multimedia Instruction (IMI)
  - 4. AUTHORITY: DI-SESS-81526B
  - 5. CONTRACT REFERENCE: Statement of Work
  - 6. REQUIRING OFFICE: AMSTA-LCF-MCN 7. DD250 REQ: DD
  - 8. APP CODE: A 9. DIST. STATEMENT REQ: N/A
  - 10. FREQUENCY: As Required. 11. AS OF DATE: N/A
  - 12. THE FIRST DRAFT OF THE VIDEO SCRIP SHALL BE DUE TO THE GOVERNMENT 15 DAYS AFTER ACCEPTANCE OF THE SECOND SUBMISSION OF THE 13&P TECHNICAL MANUAL (TM). THE GOVERNMENT WILL HAVE 30 DAYS TO ACCEPT OR REJECT.
  - 13. THE FINAL MEDIA SCRIPT SHALL BE SUBMITTED 15 DAYS AFTER SUBMISSION OF THE FRC TM. THE GOVERNMENT WILL HAVE 30 DAYS TO ACCEPT OR REJECT THE FINAL MEDIA SCRIPT. THE IMI DVD SHALL BE DUE TO THE GOVERNMENT 60 DAYS AFTER GOVERNMENT ACCEPTANCE OF THE FINAL MEDIA SCRIPT. THE GOVERNMENT WILL HAVE 30 DAYS TO ACCEPT OR REJECT THE IMI DVD.
  - 14. DISTRIBUTION:
    - A. ADDRESSEE: AMSTA-LCF-MCN: samuel.a.pitts4.civ@mail.mil
    - DCMA QAR (TBD)
    - B. COPIES:
      - DRAFT: 5
      - FINAL:
        - REG 4 REPRO: EA
    - 15. TOTAL COPIES: 9
    - 16. REMARKS:

FINAL COPIES SHALL BE SUBMITTED IN HARD COPY, SOFTWARE UTILIZING MS WORD IN ANY ARMY SYSTEMS APPROACH TO TRAINING (ASAT) FORMAT, AND ON A DVD-ROM.

REFERENCE:  
DI-SESS-81526B, INSTRUCTION MEDIA PACKAGE

TRADOC PAMPHLET 350-70-2, MULTIMEDIA COURSEWARE DEVELOPMENT GUIDE, AND 26 JUN 03, WITH INTERIM CHANGE 1 AT:  
<http://www.tradoc.army.mil/tpubs/pamndx.htm>

TRADOC REGULATION 350-70, TRAINING DEVELOPMENT MANAGEMENT, PROCESSES, AND PRODUCTS, 9 MARCH 99 AT:  
<http://www.tradoc.army.mil/tpubs/regs/r350-70/>

TRADOC PAMPHLET 350-70-1, GUIDE FOR PRODUCING COLLECTIVE TRAINING PRODUCTS, 15 MAR 96 AT: <http://www.tradoc.army.mil/tpubs/pamndx.htm>

UPON NOTIFICATION OF THE FINAL DELIVERABLE ACCEPTANCE BY THE GOVERNMENT, THE CONTRACTOR CAN SUBMIT THE RECEIVING REPORT (DD 250) THROUGH THE WIDE AREA WORK FLOW (WAWF).

17. PRICE GROUP: N/A  
18. ESTIMATED TOTAL PRICE: N/A

-----  
G. PREPARED BY: SAMUEL PITTS  
H: DATE: 13 JANUARY 2015  
I: APPROVED BY: SAMUEL PITTS  
J: DATE: 13 JANUARY 2015