

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DXA4	<b>Page</b> 1	<b>of</b> 102	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W56HZV-14-R-0356		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2015FEB04	
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HTM-A WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>				
<b>6. Requisition/Purchase Number</b> SEE SCHEDULE							

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 02:00pm (hour) local time 2015MAR06 (Date).**

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

<b>10. For Information</b>	<b>A. Name</b> ANGELA Y. VARLOW	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> ANGELA.Y.VARLOW.CIV@MAIL.MIL
<b>Call:</b>		<b>Area Code</b> (586)	<b>Number</b> 282-9949	<b>Ext.</b>	

**11. Table Of Contents**

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
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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</b> (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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<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>
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<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
Area Code   Number   Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

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

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>
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<b>22. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b> 25
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
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<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>
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**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 102</b>
	PIIN/SIIN W56HZV-14-R-0356	MOD/AMD

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANGELA Y. VARLOW  
 Buyer Office Symbol/Telephone Number: CCTA-HTM-A/(586)282-9949  
 Type of Contract 1: Firm Fixed Price  
 Kind of Contract: Supply Contracts and Priced Orders  
 Weapon System: No Identified Army Weapons Systems

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

Contract: W56HZV-14-R-0356

Solicitation #W56HZV-14-R-0356 will result in a award of a Firm Fixed Price (FFP) contract to Navistar Defense, LLC, Lisle, IL 60532 for the following:

Section B- Supplies or Services and Prices/Costs:

a. Establish the following firm-fixed-price hardware kits into the contract. Section B Supplies or Services and Prices/Costs are to reflect the following:

- i. CLIN 0001AA, MaxxPro Supplemental Blast Kit 1-FAI, Quantity of 10  
 CLIN 0001AB, MaxxPro Supplemental Blast Kit 1-Production, Quantity of 124
- ii. CLIN 0002AA, MaxxPro Supplemental Blast Kit 2-FAI, Quantity of 10  
 CLIN 0002AB, MaxxPro Supplemental Blast Kit 2-Production, Quantity of 208
- iii. CLIN 0003AA, MaxxPro Supplemental Blast Kit 3-FAI, Quantity of 10  
 CLIN 0003AB, MaxxPro Supplemental Blast Kit 3-Production Quantity of 209
- iv. CLIN 0004AA, MaxxPro Survivability Upgrade(MSU)Kit-FAI, Quantity of 10  
 CLIN 0004AB, MaxxPro Survivability Upgrade(MSU)Kit-Production, Quantity of 338
- v. CLIN 0005AA, Jankel Seat Head Rest Kit-FAI, Quantity of 10  
 CLIN 0005AB, Jankel Seat Head Rest Kit-Production, Quantity of 983
- vi. CLIN 0006AA, MSU Spring Seal Kit-FAI, Quantity of 10  
 CLIN 0006AB, MSU Spring Seal Kit-Production, Quantity of 413
- vii. CLIN 0007AA, VEE Window Seal Kit-FAI, Quantity of 10  
 CLIN 0007AB, VEE Window Seal Kit-Production, Quantity of 804

UNEXERCISED OPTION QUANTITY

- viii. CLIN 0009AA, MaxxPro Supplemental Blast Kit 1, Quantity of 86
- ix. CLIN 0010AA, MaxxPro Supplemental Blast Kit 2, Quantity of 687
- x. CLIN 0011AA, MaxxPro Supplemental Blast Kit 3, Quantity of 669
- xi. CLIN 0012AA, Jankel Seat Head Rest Kit, Quantity of 592
- xii. CLIN 0013AA, VEE Window Kit, Quantity of 819

Section C - Descriptions/Specifications/Work Statement:

b. Incorporate Scope of Work language with Section C Descriptions/Specifications/Work Statement of this contract. Section C is hereby to reflect the hardware procurement scope of work under this contract.

2. These Kits are proprietary to Navistar Defense. There is no Technical Data Package (TDP) available for this procurement.

3. Offer must remain valid for 120 Days.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 3 of 102</b>
	PIIN/SIIN W56HZV-14-R-0356	MOD/AMD

**Name of Offeror or Contractor:**

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

<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= W56HZV-14-R-0356](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr= W56HZV-14-R-0356)

(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.

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



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**Reference No. of Document Being Continued**

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**PIIN/SIIN** W56HZV-14-R-0356

**MOD/AMD**

**Name of Offeror or Contractor:**

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0356 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  SUPPLEMENTAL BLAST KIT 1 NSN: 0000-00-000-0000  Navistar Defense Part Number: ND 4047417C91  (End of narrative B002)																												
0001AA	<u>MAXXPRO SUPPLEMENTAL BLAST KIT 1-FAI</u>  COMMODITY NAME: SUPPLEMENTAL BLAST KIT 1 CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M4MAX05Q7 PRON AMD: 06  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: REF. PACKING REQUIREMENT CLAUSE 52.211-4514 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 10  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>003</td> <td>W56HZV4266MX15</td> <td>SW3234</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>10</td> <td>0077</td> <td colspan="3"></td> </tr> </table> FOB POINT: Destination  SHIP TO: (SW3234) DLA DISTRIBUTION RED RIVER MRAP OPERATIONS 9033344946 OR 2955 7TH AND AVE I BLDG 562 TEXARKANA, TX, 75507-5000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	003	W56HZV4266MX15	SW3234	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	10	0077				10	EA	\$ _____	\$ _____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>MAXXPRO SUPPLEMENTAL BLAST KIT 1-PRODUCTION</u></p> <p>COMMODITY NAME: SUPPLEMENTAL BLAST KIT 1                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: 2M4MAX05Q7 PRON AMD: 06</p> <p>Navistar Defense Part Number: ND 4047417C91</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      REF. PACKING REQUIREMENT CLAUSE 52.211-4514                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      003 W56HZV4266MX15 SW3234 J 2  <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u>                      001 44 0126                      002 45 0157                      003 35 0187</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (SW3234) DLA DISTRIBUTION RED RIVER                      MRAP OPERATIONS 9033344946 OR 2955                      7TH AND AVE I BLDG 562                      TEXARKANA, TX, 75507-5000</p>	124	EA	\$ _____	\$ _____



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0004	MSU KITS NSN: 0000-00-000-0000  Navistar Defense Part Number: ND 3986270C93  (End of narrative B001)																						
0004AA	<u>MAXXPRO SURVIVABILITY UPGRADE (MSU) KIT -FAI</u>  COMMODITY NAME: MSU KITS CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M4MAX01Q7 PRON AMD: 04  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: REF. PACKING REQUIRMENT CLAUSE 52.211-4514 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 10  <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="261 1234 849 1262"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>003</td> <td>W56HZV4266MX03</td> <td>SW3234</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0" data-bbox="261 1283 849 1310"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>10</td> <td>0126</td> </tr> </table> FOB POINT: Destination  SHIP TO: (SW3234) DLA DISTRIBUTION RED RIVER MRAP OPERATIONS 9033344946 OR 2955 7TH AND AVE I BLDG 562 TEXARKANA, TX, 75507-5000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	003	W56HZV4266MX03	SW3234	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	10	0126	10	EA	\$ _____	\$ _____
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0005AA	<p><u>JANKEL SEAT HEAD REST KIT-FAI</u></p> <p>COMMODITY NAME: 20685 MaxxPro FY15 D                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: 2M4MAX03Q7 PRON AMD: 04</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      REF. PACKING REQUIREMENT CLAUSE 52.211-4514                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin                      Government Approval/Disapproval Days: 10</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV4266MX07</td> <td>W588JJ</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>10</td> <td>0077</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W588JJ) XR W4GG TACOM PM MRAP MAXXPRO                      SHANNON VAN VALZAH ROAD                      BLDG 2667                      FORT BLISS, TX, 79916-5000</p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td colspan="4"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W56HZV4266MX08</td> <td>CK0UH7</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>596</td> <td>30-SEP-2015</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (CK0UH7) XR NAVISTAR DEFENSE LLC                      901 E HALF MILE ST                      WEST POINT, MS, 39773-2208</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV4266MX07	W588JJ	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	10	0077				DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W56HZV4266MX08	CK0UH7	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	596	30-SEP-2015				854	EA	\$ _____	\$ _____
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0007	VEE WINDOW SEAL KIT NSN: 0000-00-000-0000  Navistar Defense Part Number: ND 3951018C2  (End of narrative B001)																												
0007AA	<u>VEE WINDOW SEAL KIT - FAI</u>  COMMODITY NAME: VEE WINDOW SEAL KIT PRON: 2M4MAX04Q7 PRON AMD: 02  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: REF. PACKING REQUIREMENT CLAUSE 52.211-4514 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 10  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV4266MX10</td> <td>W588JJ</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>10</td> <td>0077</td> <td colspan="3"></td> </tr> </table> FOB POINT: Destination  SHIP TO: (W588JJ) XR W4GG TACOM PM MRAP MAXXPRO SHANNON VAN VALZAH ROAD BLDG 2667 FORT BLISS, TX, 79916-5000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV4266MX10	W588JJ	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	10	0077				10	EA	\$ _____	\$ _____
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0007AB	<u>VEE WINDOW SEAL KIT-PRODUCTION</u>  COMMODITY NAME: VEE WINDOW SEAL KIT CLIN CONTRACT TYPE: Firm Fixed Price PRON: 2M4MAX04Q7 PRON AMD: 02  Navistar Defense Part Number: ND 3951018C2  (End of narrative B001)	804	EA	\$ _____	\$ _____																								

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0008	<u>CONTRACT DATA REQUIREMENT LIST (CDRLS)</u>													
A001	<p><u>FIRST ARTICLE INSPECTION (FAI) REPORT</u></p> <p>SERVICE REQUESTED: FAI REPORT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Information as set forth in Contract Data Requirements List (CDRL) (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>Refer to Exhibit A for all pertinent details regarding this CDRL.</p> <p>(End of narrative B001)</p> <p>Reference Section E - Inspection and Acceptance</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1287 824 1365"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p>First Article Inspection shall be completed during the production of the first 10 kits and the FAI report shall be submitted in accordance with CDRL A001</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												

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A002	<p><u>FIRST ARTICLE INSPECTION (FAI) PLAN</u></p> <p>SERVICE REQUESTED: FAI PLAN                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Information as set forth in Contract Data Requirements List (CDRL) (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>Refer to Exhibit A for all pertinent details regarding this CDRL.</p> <p>(End of narrative B001)</p> <p>Reference Section E - Inspection and Acceptance</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p>First Article Inspection shall be completed during production of the first 10 kits and the FAI plan shall be submitted in accordance with CDRL A002</p> <p>(End of narrative F001)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												





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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	SUPPLEMENTAL BLAST KIT 1- NSN: Interim Control Number  Navistar Defense Part Number #: ND 4047417C91  (End of narrative B002)				
0009AA	<p><u>UNEXERCISED OPTION QUANTITY</u></p> <p>COMMODITY NAME: SUPPLEMENTAL BLAST KIT 1-                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED                      OPTION FOR INCREASED QUANTITY --- SEPARATELY PRICED                      LINE ITEM (52.217-4001). The quantity stated for the                      option CLIN DOES NOT Form a part of the basic                      contractual quantity. Part or all of it may,                      however, be added to the contract by exercise of the                      option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price                      applicable to the option quantity shall mean that the                      offeror will supply all or any part of the option, if                      exercised by the Government, at the basic contract                      unit price, and the offer will be evaluated for award                      accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      REF. PACKING REQUIREMENT CLAUSE 52.211-4514                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 86 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</p>	86	EA	\$ _____	\$ _____

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W56HZV-14-R-0356      **MOD/AMD**

**Name of Offeror or Contractor:**

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0356 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	SUPPLEMENTAL BLAST KIT 2 NSN: Interim Control Number  Navistar Defense Part Number #: ND 4047418C91  (End of narrative B002)				
0010AA	<p><u>UNEXERCISE OPTION QUANTITY</u></p> <p>COMMODITY NAME: SUPPLEMENTAL BLAST KIT 2                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED                      OPTION FOR INCREASED QUANTITY --- SEPARATELY PRICED                      LINE ITEM (52.217-4001). The quantity stated for the                      option CLIN DOES NOT Form a part of the basic                      contractual quantity. Part of all of it may,                      however, be added to the contract be exercise of the                      option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price                      applicable to the option quantity shall mean that the                      offeror will supply all or any part of the option, if                      exercise by the Government, at the basic contract                      unit price, and the offer will be evaluated for award                      accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      REF. PACKING REQUIREMENT CLAUSE 52.211-4514                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                      DEL REL CD QUANTITY DEL DATE                      001 687 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:</p>	687	EA	\$ _____	\$ _____

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**Name of Offeror or Contractor:**

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

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0356 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	SUPPLEMENTAL BLAST KIT 3 NSN: Interim Control Number  Navistar Defense Part Number #: ND 4047419C91  (End of narrative B002)				
0011AA	<p><u>UNEXERCISED OPTION QUANTITY</u></p> <p>COMMODITY NAME: SUPPLEMENTAL BLAST KIT 3                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED                      OPTION FOR INCREASED QUANTITY --- SEPARATELY PRICED                      LINE ITEM (52.217-4001). The quantity stated for the                      option CLIN DOES NOT Form a part of the basic                      contractual quantity. Part or all of it may,                      however, be added to the contract by exercise of the                      option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price                      applicable to the option quantity shall mean that the                      offeror will supply all or any part of the option, if                      exercised by the Government, at the basic contract                      unit price, and the offer will be evaluated for award                      accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      REF. PACKING REQUIREMENT CLAUSE 52.211-4514                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                      DEL REL CD QUANTITY DEL DATE                      001 669 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:</p>	669	EA	\$ _____	\$ _____

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**Name of Offeror or Contractor:**

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

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 PIIN/SIIN W56HZV-14-R-0356 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	JANKEL SEAT HEAD REST KIT NSN: Interim Control Number  Navistar Defense Part Number #: ND 4028356C91  (End of narrative B002)				
0012AA	<p><u>UNEXERCISED OPTION QUANTITY</u></p> <p>COMMODITY NAME: JANKEL SEAT HEAD REST KIT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED                      OPTION FOR INCREASED QUANTITY --- SEPARATELY PRICED                      LINE ITEM (52.217-4001). The quantity stated for the                      option CLIN DOES NOT Form a part of the basic                      contractual quantity. Part or all of it may,                      however, be added to the contract by exercise of the                      option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price                      applicable to the option quantity shall mean that the                      offeror will supply all or any part of the option, if                      exercised by the Government, at the basic contract                      unit price, and the offer will be evaluated for award                      accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      REF. PACKING REQUIREMENT CLAUSE 52.211-4514                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                      DEL REL CD QUANTITY DEL DATE                      001 592 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:</p>	592	EA	\$ _____	\$ _____

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**Name of Offeror or Contractor:**

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

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	VEE WINDOW SEAL KIT NSN: Interim Control Number				
0013AA	<p><u>UNEXERCISED OPTION QUANTITY</u></p> <p>COMMODITY NAME: VEE WINDOW SEAL KIT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED                      OPTION FOR INCREASED QUANTITY --- SEPARATELY PRICED                      LINE ITEM (52.217-4001). The quantity stated for the                      option CLIN DOES NOT Form a part of the basic                      contractual quantity. Part or all of it may,                      however, be added to the contract by exercise of the                      option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price                      applicable to the option quantity shall mean that the                      offeror will supply all or any part of the option, if                      exercised by the Government, at the basic contract                      unit price, and the offer will be evaluated for award                      accordingly.</p> <p>(End of narrative B001)</p> <p>Navistar Defense Part Number #: ND 3951018C2</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      REF. PACKING REQUIREMENT CLAUSE 52.211-4514                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 819 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:</p>	819	EA	\$ _____	\$ _____

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**Name of Offeror or Contractor:**

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

**CONTINUATION SHEET**

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**Name of Offeror or Contractor:**

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## Scope of Work (SOW)

Mine Resistance Ambush Protected (MRAP) MaxxPro Vehicle DASH Hardware Kits

Mine Resistant Ambush Protected (MRAP) MaxxPro DASH Hardware Kits for upgrade efforts at Ft Bliss, Texas, Red River Army Depot, Texas and West Point, Mississippi.

## C.1. Introduction

C.1.1. This scope of work covers the procurement of hardware kits to support the Mine Resistant Ambush Protected (MRAP) MaxxPro Dash with Objective Gunner Protection Kit (OGPK), M1235A4 and MaxxPro Dash with Common Remotely Operated Weapons Stations (CROWS), M1235A5 upgrade efforts at Ft Bliss, Texas, Red River Army Depot, Texas and West Point, Mississippi.

The hardware kits shall be designed in accordance with Government approved Engineering Change Proposals (ECPs) for installation on the MaxxPro Dash with OGPK (M1235A4) and MaxxPro Dash with CROWS (M1235A5). The installation of the hardware kits will occur at Ft. Bliss, Texas, Red River Army Depot, Texas and West Point, Mississippi under separate contracts.

## C.2. HARDWARE KIT REQUIREMENTS

C.2.1. The manufactured hardware kits shall be assigned the following part numbers:

<u>Maxx Pro Dash Description</u>	<u>Part Number</u>	<u>Ship to Location</u> <u>FY 15</u>	<u>Total</u> <u>Quantity</u>
MaxxPro Supplemental Blast Kit 1	ND 4047417C91	Red River Army Depot	134
MaxxPro Supplemental Blast Kit 2	ND 4047418C91	Ft. Bliss Red River Army Depot	128
MaxxPro Supplemental Blast Kit 3	ND 4047419C91	Red River Army Depot	219
MaxxPro Survivability Upgrade (MSU) Kit	ND 3986270C92	Red River Army Depot	348
Jankel Seat Head Rests	ND 4028356C91	Ft. Bliss West Point  Red River Army Depot	993
MSU Spring Kit	ND 4019251C92	Red River Army Depot	423
VEE Window Seal Kit	ND 3951018C2	Ft. Bliss West Point Red River Army Depot	814

C.3. Delivery Schedule. Please refer to Section B of the contract for the Governments required delivery schedule.

## C.4. WELDING DESIGN

C.4.1. Welding Design. In performance of this contract and per CDRL A003, Welding Procedures, Contractor shall ensure that all steel and aluminum weldment meets the design and fabrication requirements in American Welding Society (AWS) D1.1 and (AWS) D1.2, and the Ground Combat Vehicle Welding Code (GCVWC) TACOM Drawing #12479550 (steel) as applicable. Contractor shall prepare drawings for all welding fabrication and any modifications to vehicles. Drawings require PCO approval prior to vehicle modifications or initial part fabrications.

C.4.2. Welding Procedures. Prior to start of production, Contractor is responsible for qualifying welding procedures in accordance with CDRL A003, Welding Procedures AND American Welding Society (AWS) weld code requirements and the Ground Combat Vehicle Welding Code (GCVWC). The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures. Welding repair of defective parts shall require Government approval and a written procedure identifying proper techniques and approaches taken to correct defective products. Any changes to the welding procedures after contract award and subsequent testing shall be considered a Class I ECP and shall require Government approval.

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C.4.3. Welder and Welder Operator Certification. As a minimum for determining welder qualification, any welder assigned to welding work covered by this contract shall be qualified per the requirements of AWS and GCWVC. Copies of Welder certifications shall be provided by the Contractor within 1 calendar days of Government request .

C.4.4. Alternate Welding Standards. Upon receipt of written approval from the PCO, the Contractor may utilize alternate standards or codes once the Contractor or the Contractor's suppliers have demonstrated that equivalent or better quality and performance can be obtained by their use. It is the Contractor's responsibility to demonstrate such equivalence. If the Contractor's component supplier will not release specific proprietary information, the Government reserves the right to conduct an on-site review of the Contractor's suppliers quality system and weld processes to verify its capability of producing acceptable welds. The Government reserves the right to approve/disapprove the use of any and all such alternative weld standards and specifications. The demonstrated equivalent shall be verified prior to fabrication of any production weldment.

C.4.5. Previously Qualified Procedures. If the Contractor previously qualified welding procedures under another DOD contract, the PCO may waive the requirements identified herein. The Contractor must submit such a request to the PCO in writing, identifying the previous contract(s) under which the Contractor qualified procedures that produced acceptable workmanship specimens. Contractor may use previously qualified weld procedures provided ALL the following requirements are met:

- a) The weld procedure was qualified and approved on a previous DOD contract;
- b) The Contractor has certified welders and equipment;
- c) A favorable quality history exists.

If the Contractor meets these requirements, and wants approval to use previously qualified weld procedures, the Contractor must submit a written request to the PCO, as required by attaching proof of previous qualifications and summary of the Contractor's and its quality history. The USG will have 15 calendar days to approve or disapprove.

C.4.6. Welding Equipment. Before the Contractor or its suppliers assign any welder or welding operator to perform manual, semi-automatic or automatic welding work, or use any automatic welding equipment, identified IAW AWS D1.1 and work covered by this contract, the Contractor MUST ensure that all welding equipment used in the performance of this contract has been certified and calibrated as prescribed by the applicable standard, and that the Contractor's welders or welding operators have passed qualification testing, as prescribed by the applicable qualification standard.

C.4.7. Visual Weld Inspection. Prior to Nondestructive Testing (NDT) and for final acceptance, all weld quality shall pass visual inspection IAW the applicable AWS D1.1 Table 6.1 and titled "Quality of Welds, Visual Inspection." The Contractor shall verify weld quality and workmanship to AWS D1.1. Weld inspection and that inspection is performed using qualified inspectors trained to perform these inspection functions. Contractor's personnel are reminded that welders cannot final accept their own work. Welds shall be inspected by Certified Welding Inspectors (CWI). All welds on any combat vehicle require CWI final inspection.

Qualification requirements for CWI's are as follows:

- a) Current or previous certification in accordance with American Welding Society, CWI, qualified and certified in accordance with provisions of AWS QC1, Standard for AWS Certified Welding Inspector.
- b) Current or previous welding inspector qualified by the Canadian Welding Bureau (CWB) to Level II or the Level III requirements of the Canadian Standards Association Standard W 178.2 Certification of Welding Inspectors.
- c) A welding inspector certification program that is substantially the same as offered by AWS or CWB. In the case, the Inspector Certification Program must be reviewed and approved by a Government (CWI) or a TARDEC QA CWI. This training and/or qualification may be performed either in house or through the use of a recognized visual welding inspector qualification program (such as Hobart, WTTI or AWS) under the direct supervision of a CWI, SCWI or a CWB level III.

C.4.8. Nondestructive Inspectors. When NDT is required, the inspectors shall be qualified IAW the current addition of American Society for Nondestructive Testing Recommended Practice Number SNT-TC-1A. Only individuals qualified for NDT LEVEL I and working under the NDT LEVEL II or individuals qualified for NDT LEVEL II may perform nondestructive testing, except visual examination. The NDT personnel need not be an AWS CWI. The Contractor shall make available all NDT personnel qualification records upon request by the Government within 1 calendar day.

C.4.9. In-Process Inspection. In-process Inspection shall be incorporated into the Contractor and subcontractors overall quality system in compliance with ISO 9001:2008 (or any other industry-recognized and accepted comparable quality model). The Government reserves the right to perform all required audits and surveillance inspections to assure Contractor compliance with contract requirements.

C.4.10. Inspection Records. The Government reserves the right to review inspection records and process documents upon request. The Government reserves the right to perform all required audits and surveillance inspections to assure Contractor compliance with contract requirements.

C.4.11. Drawings for Inspection. In the event that approved drawings are not available the Contractor will be allowed to use preliminary drawings to perform the First Article Inspection (FAI).

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C.4.12. Chemical Agent Resistant Coating (CARC) paint shall be as described in the individual ECP drawings. For surfaces that exceed 400 degrees F, CARC shall not be used; a commercial high heat paint or paint meeting MIL-B-14105 may be used. Adhesion testing shall be performed on a completely cured CARC finish.

C.5. Armor Component Traceability. Each armor component (opaque and transparent) shall have records maintained by the Contractor for the design life of that component and assembly that can readily provide traceability of the base armor materials used in the component. The following information shall be retained for an armor component:

- a. Heat lot or heat number of all material used in the part and for individual parts of a permanently assembled system.
- b. Material specification of the material
- c. Successful ballistic material acceptance documentation for the heat lot/number
- d. Base material manufacturer (not the assemblers CAGE code, the base material manufacturers CAGE code or identifying data)
- e. Date of Manufacture
- f. Place and time of component manufacture
- g. Contractor CAGE code
- h. Part Number approved by the Government, which will occur once the final BOM has been established and reviewed. The Contractor shall provide the Kit BOM in an Excel Spreadsheet identifying NSN, Description, P/N and QTY per kit.

C.6. Subcontractor Quality Assurance Plan

C.6.1. The Contractor shall provide the Government with a plan and procedure for implementing contract requirements on its Subcontractors within 30 calendar day of contract award and IAW with CDRL A004, Subcontractor Quality Assurance Plan. The plan shall address how the Contractor imposes contract requirements on its Subcontractors through subcontracting and production part purchase orders. The plan shall address how the Subcontractor informs the Contractor of potential changes and includes the Contractor in the Subcontractor change process.

C.6.2. The Contractor's documentation and acceptance of the Subcontractor quality assurance system and control plans shall be made available within 5 calendar days upon Government request. If determined to be acceptable, the Contractor should use the Subcontractor's accepted system when conducting quality audits. The Government reserves the right to perform quality audits at the Contractor and Subcontractors facilities as deemed necessary.

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4072 TECHNICAL DATA PACKAGE INFORMATION	MAY/2014

The following Xd item applies to this solicitation:

- 1. There is no Technical Data Package (TDP) included with this solicitation.
- 2. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:

-1-

To access the data through FBO:

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

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

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

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

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

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

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

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

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

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

[End of clause]

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**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

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

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

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 1 EACH

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

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

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

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

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

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

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

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

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

(e) Packing:

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

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

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

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## (g) Marking:

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

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

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

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

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

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

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

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

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

(k) SUPPLEMENTAL INSTRUCTIONS: Kit packing shall be water resistance and shall withstand outdoor storage for up to 1 year.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

Inspection and Acceptance of supplies offered under this contract shall take place as follows:

Inspection: Origin  
Acceptance: Origin

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1. First Article Inspection (FAI). First Article Inspection is defined as an event utilized prior to full production to ensure hardware kits meet all dimensional and test requirements stated on the drawing and supplemental technical documentation. Documents that will be required during FAI include, but are not be limited to: drawings, performance/test specifications, Production Parts Approval Process (PPAP) documentations, material certifications and bill of materials, and for welded items, the required Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR). Calibrated measurement equipment will also be utilized to ensure components meet the applicable specifications noted on the drawings.

E.1.1. FAI is required for all seven (7) Hardware kits as described within the following paragraphs. The FAI kits shall be representative of kits to be manufactured using the same process, facilities and procedures as will be used for full-rate production. Each FAI kit shall be inspected and validated by the USG for all requirements of the TDP drawing(s) and the specification(s) of the Bill of Material. In the event approved drawings are not available, the Contractor will be allowed to use preliminary drawings to perform FAI.

E.1.2. The Contractor shall perform FAI on the first 10 kits produced for each of the seven (7) Hardware Kits. Each FAI kit shall be inspected and validated to all requirements of the TDP drawing(s) and the specification(s) of the BOM. The Government will inspect the 10 FAI kits and provide written approval to the Contractor authorizing full-rate production. The 10 kits used for FAI will be subsequently delivered under a production quantity in accordance with Section B and Section F.

All of following terms apply in the performance of the FAI:

- a) The Contractor will successfully complete all FAI inspections and validations within 10 calendar days.
- b) The Contractor shall correct all deficiencies and discrepancies in delivered Hardware kits that are identified during FAI at no additional cost to the Government. The Contractor shall submit a containment plan to address noted deficiencies and discrepancies within five calendar days, followed by corrective action within 10 calendar days.
- c) The Contractor shall provide material certifications and basic verification of fit, form, and function evidence prior to acceptance. This can be provided in the form of trial runs, dimensional inspection (s), or other means as approved by the Government Quality Assurance Representative (QAR) or designated Government representative.
- d) The FAI Report will be submitted to the Government within 10 calendar days of the completion of FAI in accordance with CDRL A001.

E.1.3. The Government reserves the right to be present and monitor the FAI inspections. The Contractor shall notify the Government Quality Assurance Representative (QAR) or designated Government representative a minimum of 15 calendar days prior to conducting FAI for each of the seven (7) Hardware kits. Failure to notify the Government within the time limit may, at the Governments discretion, be grounds to reject the inspection.

E.1.4. FAI Plan. IAW CDRL A002, The Contractor shall prepare and submit the FAI Plan for Government approval 15 calendar days prior to the commencement of FAI. Delays in the delivery schedule due to the Contractor's failure to perform FAI will be the responsibility of the Contractor. The FAI Plan shall include a milestone schedule for FAI to include anticipated completion dates.

E.1.5. FAI Report. The Contractor shall submit FAI report(s) within 10 calendar days of FAI completion. The FAI report(s) shall be identified as MaxxPro Hardware Kit FAI Report. The FAI report(s) shall include part number drawings and Quality Assurance requirements as indicated in section C.4, Quality Assurance. FAI reports shall contain a matrix summary which tabulates each inspection performed, results of each inspection (pass/fail), the corresponding page where data is located, Contractor position and corrective action, if required. FAI report shall be submitted IAW CDRL A001. The USG will have 15 calendar days to provide approval or disapprove of the FAI report.

E.1.6. Rejection. FAI may be rejected by the Government, if it is not completed IAW the FAI plan, or if discrepancies/deficiencies are found during FAI. If FAI is rejected by the Government, the Contractor shall repeat the portion of FAI that is rejected; this may be the entire FAI. The Contractor shall make any necessary changes, modifications or repairs to the FAI item, the Contractor shall then conduct the inspections and deliver another FAI Report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified by the PCO. Government reserves the right to

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require an equitable adjustment (or other equitable consideration) for any extension of the delivery schedule or for any additional costs to the Government from re-inspections resulting from rejection or identification of deficiencies or discrepancies after acceptance. Required per CRDL A001.

E.1.7. Changes to Manufacturing Plan. Changes made to the technical data, production processes, facilities, or type of material shall require a subsequent FAI. The Contractor shall notify the PCO so that instructions for the submission, inspection and notification of results can be made. FAI costs, incurred as a result of Contractor proposed design changes to the Final Design Review (FDR) approved baseline Hardware Kit design, Contractor production process change, or Contractor proposed material substitutions, shall be absorbed by the Contractor. FAI costs resulting from Government directed design changes to the Final Design Review approved baseline Hardware Kit designs shall be absorbed by the Government. PCO approval in writing is required prior to implementing any change.

E.1.8. FAI Waiver. The FAI requirement is considered to be met and may be waived if the Contractor certifies that (1) the supplier has component First Article Approval on the identical part delivered for use in a previous production contract with the Government and (2) the supplier has been a continuous supplier of the part. A continuous supplier is defined as one which has not had a break in production in excess of twelve months, and the design and manufacturing/assembly process or places of manufacture have not been changed. If military/federal specifications are applicable to the component and changes to these documents have been implemented, which may impact form, fit, function or performance, a FAI shall be accomplished. For a FAI waiver, the Contractor shall submit a letter providing the details specified in this section to the PCO.

\*\*\* END OF NARRATIVE E0002 \*\*\*

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<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 (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 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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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.

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**Name of Offeror or Contractor:**

INSPECTION POINT:

(Name)

(CAGE)

(Address)

(City)

(State) Zip)

ACCEPTANCE POINT:

(Name)

(CAGE)

(Address)

(City)

(State) (Zip)

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 Delivery Schedule: Hardware Kit quantities shall be delivered in accordance with Section B to the following locations:

Ft. Bliss  
DODAAC: W588JJ  
APO MRAP MAXXPRO FACILITY  
SHANNON VAN VALZAH ROAD  
BLDG #2667  
FORT BLISS, TX, 79916-5000

West Point  
DODAAC: TBD  
NAVISTAR DEFENSE  
901 EASH HALF MILE STREET  
WEST POINT, MS, 39773

Red River Army Depot (RRAD)  
DODAAC: SW3234  
DLA DISTRIBUTION RED RIVER  
MRAP BRX ACCOUNT  
MRAP RECEIVING BLDG 563  
TAXARKANA, TX, 75507-5000

\*\*\* END OF NARRATIVE F0001 \*\*\*

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<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	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-7	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

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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, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subtitle, 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.

"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

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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](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,	
Subline, or	
Exhibit Line Item Number	Item Description
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,	
Subline, or	
Exhibit Line Item Number	Item Description
N/A	N/A

(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.

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(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

(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).

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(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).\*\*

(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 -7-, 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)

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"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, APl.1.11:

- (A) Subclass of Class I--Packaged operational rations.
- (B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV--Construction and barrier materials.

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(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
CLIN(s) 0001AA/0002AA 0003AA/0004AA/0005AA 0006AA/0007AA	DLA Distribution Red River	Texarkana	TX	SW3234
CLIN(s) 0002AA/0005AA 0007AA	APO MRAP MaxxPro Facility	Ft. Bliss	TX	W588JJ
CLIN(s) 0005AA/0007AA	Navistar Defense	West Point	MS	CKOUH7

UNEXERCISED OPTION QUANTITY

CLIN(s) 0009AA/0010AA 0011AA/0012AA/0013AA	TBD	TBD	TBD
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(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.



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CLIN 0002AA/AB	218	28	DARO
CLIN 0003AA/AB	219	28	DARO

[End of Clause]

F-10	52.247-4009 (TACOM)	DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY	AUG/2003
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This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

F-11	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	NOV/2009
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	MILSTRIP Address <u>SPLC*</u> <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna 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/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

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

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

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

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## SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(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).

Material Inspection and Receiving Report "COMBO"

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

Refer to regulatory cite 52.246-4028, Inspection and Acceptance Points: Origin

(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	TBD
Issue By DoDAAC	W56HZV - Refer to Block 7 on first page
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	Refer to Delivery Schedule
Ship From Code	TBD
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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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.

\*\*\*\* Micheal Goodman, micheal.goodman.civ@mial.mil \*\*\*\*

(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.

\*\*\*\* Refer to DCMA ACO assigned to this contract \*\*\*\*

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

(End of clause)

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

Regulatory Cite	Title	Date
H-1 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	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-21	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-22	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-23	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-24	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-25	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-26	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-27	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-28	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-29	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2014
I-30	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-31	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-32	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-33	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-34	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-35	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-36	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL/2014
I-37	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-46	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-47	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-48	52.232-1	PAYMENTS	APR/1984
I-49	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-17	INTEREST	MAY/2014
I-52	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-53	52.232-25	PROMPT PAYMENT	JUL/2013
I-54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013

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I-55	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-56	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-57	52.233-1	DISPUTES	MAY/2014
I-58	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-59	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-60	52.242-13	BANKRUPTCY	JUL/1995
I-61	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-62	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-63	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-64	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT/2014
I-65	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-66	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-67	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-68	52.248-1	VALUE ENGINEERING	OCT/2010
I-69	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-70	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-72	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-73	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-74	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-75	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-76	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-77	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-78	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-79	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-80	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-81	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-82	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
I-83	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-84	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-85	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-86	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	NOV/2014
I-87	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-88	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-89	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-90	252.225-7011	RESTRICTION ON ACQUISITION OF SUPERCOMPUTERS	JUN/2005
I-91	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-92	252.225-7013	DUTY-FREE ENTRY	NOV/2014
I-93	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-94	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-95	252.225-7021	TRADE AGREEMENTS--BASIC	NOV/2014
I-96	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-97	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-98	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-99	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-100	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-101	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-102	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-103	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-104	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-105	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-106	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-107	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-108	252.229-7002	CUSTOMS EXEMPTIONS (GERMANY)	JUN/1997
I-109	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-110	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-111	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-112	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-113	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-114	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-115	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-116	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-117	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-118	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-119	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 months.

(End of Clause)

I-120	252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER(S)	DEC/2012
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(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at [http://www.dodig.mil/HOTLINE/hotline\\_posters.htm](http://www.dodig.mil/HOTLINE/hotline_posters.htm).

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-121	52.217-4001	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY (TACOM)	FEB/2007
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(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 365 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option

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period.

[End of Clause]

I-122 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT APR/2010  
(a) Definitions. As used in this clause--

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

"Full cooperation"--

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall--

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

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

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

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

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

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

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

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

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

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

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has

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credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

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

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

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

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

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

(d) Subcontracts.

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

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

(End of clause)

I-123            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.

(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-124            52.219-28            POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION            JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

I-125 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG OCT/2001  
2013-00014) 2013) -- ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

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

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"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

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(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

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(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

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(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised,

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the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

- (A) In the case of the prime Contractor, with the Contracting Officer; and
- (B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

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(A) The report shall include all subcontract awards under the commercial plan in effect during the Governments fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Governments fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-126            52.222-35            EQUAL OPPORTUNITY FOR VETERANS            JUL/2014

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

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

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

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

(End of clause)

I-127            52.222-36            EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES            JUL/2014

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of clause)

I-128            52.223-3            HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA            JAN/1997

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

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

**Name of Offeror or Contractor:**

Material (If none, insert None)	Identification No.

(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-129

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)

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I-130

52.230-2

COST ACCOUNTING STANDARDS

MAY/2014

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)



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second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

I-133            252.223-7001            HAZARD WARNING LABELS            DEC/1991

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

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

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

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

MATERIAL (If None, Insert None.)            ACT

_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-134            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005

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

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

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

**Name of Offeror or Contractor:**

(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-135

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> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	25-JUN-2014	006	EMAIL

**Name of Offeror or Contractor:**

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

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VDFARA.HTM or http://farsite.hill.af.mil/VFAFARA.HTM

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.227-7028	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 -1-.

(2) The small business size standard is -2-.

(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.

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**Name of Offeror or Contractor:**

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation. 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 Performance Sealed 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 Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:**

\_\_\_ (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-- 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

**Name of Offeror or Contractor:**

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.

(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 Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested

**Name of Offeror or Contractor:**

in this solicitation is (are) economically advantageous to the Government.

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

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

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

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(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 FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

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

(End of provision)

K-8            52.225-18            PLACE OF MANUFACTURE            SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[ ] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[ ] (2) Outside the United States.

(End of provision)

K-9            52.230-1            COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION            MAY/2012

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement Cost Accounting Practices and Certification**

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further

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certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes       No

(End of provision)

K-10      52.230-7      PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES      APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes     No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-11      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

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exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-12	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
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(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-13	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985
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(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.

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[End of Provision]

K-14            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-15            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES            OCT/2008  
                   (TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (ODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of Class I and Class II ODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I ODS in performance of the contract.

(3) Indirectly requires the use of Class I or Class II ODS means that the Government's specification or technical data package, while not explicitly requiring the use of any Class I or Class II ODS, does require a feature that you can meet or produce only by the use of Class I or Class II ODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of Class I ODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no Class I ODS shall be used in meeting the requirements of this contract. If the use of Class I ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II ODS shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-16            52.225-4003            IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED            MAR/1990  
                   (TACOM)            KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

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(i) [ ] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) [ ] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

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

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-7	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ X ] DX rated order; [ ] 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-9	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997)	OCT/1997
-----	-----------	---	----------

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books,

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records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Via Internet

(End of clause)

L-10            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-11            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-12            52.211-1            AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL            AUG/1998  
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART  
101-29

(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.

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(End of Provision)

L-13            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-14            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-15            252.215-7009        PROPOSAL ADEQUACY CHECKLIST            JAN/2014  
252.215-7009 Proposal Adequacy Checklist.

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offerors checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
------------	--------------------	----------------------	---

GENERAL INSTRUCTIONS

- |  |   |       |  |
|--|---|-------|--|
| 1. FAR 15.408,<br>Table 15-2<br>Section I<br>Paragraph A   | Is there a properly<br>completed first page of the<br>proposal per FAR 15.408 Table<br>15-2 I.A or as specified in<br>the solicitation? | _____ |  |
| 2. FAR 15.408<br>Table 15-2<br>Section I<br>Paragraph A(7) | Does the proposal identify<br>the need for Government-<br>furnished material/tooling/<br>test equipment? Include the                    | _____ |  |

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accountable contract number  
and contracting officer  
contact information if known.

3. FAR 15.408  
Table 15-2  
Section I  
Paragraph A(8)
- Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures? \_\_\_\_\_
4. FAR 15.408  
Table 15-2  
Section I  
Paragraph C(1)  
FAR 2.101  
"Cost or pricing data"
- Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as--  
(1) Vendor quotations;  
(2) Nonrecurring costs;  
(3) Information on changes in production methods and in production or purchasing volume;  
(4) Data supporting projections of business prospects and objectives and related operations costs;  
(5) Unit-cost trends such as those associated with labor efficiency;  
(6) Make-or-buy decisions;  
(7) Estimated resources to attain business goals; and  
(8) Information on management decisions that could have a significant bearing on costs. \_\_\_\_\_
5. FAR 15.408  
Table 15-2,  
Section I  
Paragraph B
- Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced? \_\_\_\_\_
6. FAR 15.403-1(b)
- Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.) \_\_\_\_\_
7. FAR 15.408  
Table 15-2  
Section I  
Paragraph C(2)  
(i)
- Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known \_\_\_\_\_

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data?

8. FAR 15.408, Table 15-2, Section I Paragraph C(2) (ii) Does the proposal disclose the nature and amount of any contingencies included in the proposed price? \_\_\_\_\_
9. FAR 15.408 Table 15-2, Section II Paragraph A or B Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? \_\_\_\_\_
10. FAR 15.408, Table 15-2 Section I Paragraphs D and E Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) \_\_\_\_\_
11. FAR 15.408, Table 15-2, Section I Paragraphs D and E If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data? \_\_\_\_\_
12. FAR 15.408, Table 15-2, Section I Paragraph F Does the proposal identify any incurred costs for work performed before the submission of the proposal? \_\_\_\_\_
13. FAR 15.408, Table 15-2, Section I Paragraph G Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors? \_\_\_\_\_

COST ELEMENTS

## MATERIALS AND SERVICES

14. FAR 15.408, Table 15-2, Section II Paragraph A Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The \_\_\_\_\_

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offerors consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.

## SUBCONTRACTS (Purchased materials or services)

15. DFARS 215.404-3 Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis? \_\_\_\_\_
16. FAR 15.404-3(c) FAR 52.244-2 Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data? \_\_\_\_\_
17. FAR 15.408, Table 15-2, Note 1; Section II Paragraph A Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis? \_\_\_\_\_

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20 FAR 2.101 "commercial item" Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? \_\_\_\_\_
- a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?
- b. For modified commercial items (FAR 2.101 commercial item definition paragraph

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(3)); did the offeror classify the modification(s) as either--

i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or

ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?

c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?

19. Reserved

20. FAR 15.408, Table 15-2, Section II Paragraph A(1) Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? \_\_\_\_\_

**INTERORGANIZATIONAL TRANSFERS**

21. FAR 15.408, Table 15-2, Section II Paragraph A(2) For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2? \_\_\_\_\_

22. FAR 15.408, Table 15-2, Section II Paragraph A(1) For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1? \_\_\_\_\_

**DIRECT LABOR**

23. FAR 15.408, Table 15-2, Section II Paragraph B Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If \_\_\_\_\_

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labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.

24. FAR 15.408, Table 15-2, Section II Paragraph B
- For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.: Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?
25. FAR Subpart 22.10
- If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?

INDIRECT COSTS

26. FAR 15.408, Table 15-2, Section II Paragraph C
- Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)

OTHER COSTS

27. FAR 15.408, Table 15-2, Section II Paragraph D
- Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?
28. FAR 15.408, Table 15-2 Section II Paragraph E
- If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?
29. FAR 15.408, Table 15-2, Section II Paragraph F
- When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408, Table 15-2,
- Are all cost element breakdowns provided using the

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Section III applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)

31. FAR 15.408, Table 15-2, Section III Paragraph B If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B? \_\_\_\_\_

32. FAR 15.408, Table 15-2 Section III Paragraph C For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C? \_\_\_\_\_

OTHER

33. FAR 16.4 If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price? \_\_\_\_\_

34. FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? \_\_\_\_\_

35. FAR 52.232-28 If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28? \_\_\_\_\_

36. FAR 15.408(n) FAR 52.215-22 FAR 52.215-23 Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offerors indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)? \_\_\_\_\_

(End of provision)

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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm) . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-17	52.211-4054	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	MAR/1989
	(TACOM)		

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

L-18	52.215-4003	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES	MAY/2011
	(TACOM)	(NON-US POSTAL SERVICE MAIL)	

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren  
 Bid Room, Bldg 231, Mail Stop 303  
 6501 East 11 Mile Road  
 Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above

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address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-19            52.215-4004            CERTIFIED COST OR PRICING DATA            SEP/2014

(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-20            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>

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(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-21            DA, 52.215-            ABILITY ONE SUBCONTRACTING CREDIT            APR/2010  
5111

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see [http://www.acq.osd.mil/dpap/cpic/cp/abilityone\\_program.html](http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html)

[End of provision]

L-22            52.219-4004            SUBMISSION OF SUBCONTRACTING PLAN            MAY/2012  
(TACOM)

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

L-23            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]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 101 of 102</b>
	PIIN/SIIN W56HZV-14-R-0356	MOD/AMD

**Name of Offeror or Contractor:**

L-24                      52.245-4002                      ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL                      MAR/1996  
(TACOM)                      TOOLING

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of 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]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0356	<b>Page</b> 102 <b>of</b> 102 <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-3	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

(End of Provision)

CONTRACT DATA REQUIREMENTS LIST (CDRLS)  
 Form Approval OMB No. 0704-0188  
 MRAP MaxxPro Dash Hardware Kits

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please Do Not Return your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. Contract Line Item No.:
- B. Exhibit: A
- C. Category: OTHER: MGMT
- D. System/Item: MRAP MaxxPro/DASH w/M1235A4 and DASH w/CROWS M1235A5 Hardware Kits
- E. Contract/PR No.: W56HZV-14-R-0356
- F. Contractor: Navistar Defense LLC 338X5

- 1. Data Item No.: A001
- 2. Title of Data Item: First Article Inspection (FAI) Report
- 3. Subtitle: N/A
- 4. Authority:
- 5. Contract Reference: C.4.5.
- 6. Requiring Office: APO MRAP
- 7. DD250 REQ: LT
- 8. App Code: N/A
- 9. Dist. Statement Required: D
- 10. Frequency: One Time
- 11. As of Date: See Block 16
- 12. Date of First Submission: See Block 16
- 13. Date of Subsequent Submission: See Block 16

14. Distribution:

	<u>b. Copies</u>	
	Draft	Final
a. Addressee:		
Brandon Harwood System Engineer Team MaxxPro brandon.d.harwood.civ@mail.mil	1	1
usarmy.detroit.peo-cs-css.mbx.mrap-maxxpro-cdrl@mail.mil	1	1
Beverly Viands DCMA Chicago Beverly.Viands@dcma.mil	<u>1</u>	<u>1</u>
15: Total	3	3

16. Remarks:

BLK 4 - Submission in Contractor format is acceptable.

First Article Inspection (FAI) is defined as an event utilized prior to full production to ensure kit/vehicle meets all dimensional and test requirements stated on the drawing and supplemental technical documentation. Contractor shall supply a kit/vehicle that is a production representative to be used for FAI. Documents utilized during the First Article Inspection includes: drawings, performance/test specifications, Production Parts Approval Process (PPAP) documentations and bill of materials. Calibrated measurement equipment will also be utilized to ensure components meet the applicable specifications noted on the drawings. The FAI reports shall include pertinent information such as part number drawings, BOMs and Quality Assurance requirements. FAI reports shall contain a matrix summary which tabulates each inspection performed, results of each inspection (pass/fail), corresponding page

where data is located, Contractor position and any corrective action, if required, shall be included in the report.  
BLK 12 - First Article Inspection shall be completed during production prior to completion of the first 10 kits and FAI report shall be submitted within 10 days of completion of FAI. The USG will have 15 calendar days to provide approval or disapprove of the FAI report.

BLK 13 - FAI Report shall be resubmitted if disapproved by government due to discrepancies and/or deficiencies found during FAI or if not completed IAW CDRL A002. Contractor shall resubmit the disapproved portion of FAI, which can be the entire FAI report, within 10 days of disapproval of the FAI report.

BKL 14 a.: Submission shall be via electronic mail (e-mail) to Addressee(s) in BLK 14 and encrypted with a minimum of 128 bit encryption. Submission shall be prepared and delivered in current Microsoft Office software suite.

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17. PRICE GROUP: NSP  
18. ESTIMATED TOTAL PRICE: NSP  
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G. Prepared By: Mary Craig  
H. Date: 25 June 2014  
I. Approved By: Jeffery Gordon  
J. Date: 25 June 2014  
-----  
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DD Form 1423-1, FEB 2001 ----- Previous Editions May Be Used ----- End of Data Item A001

CONTRACT DATA REQUIREMENTS LIST (CDRLS)  
Form Approval OMB No. 0704-0188  
MRAP MaxxPro Dash Hardware Kits

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please Do Not Return your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. Contract Line Item No.:  
B. Exhibit: A  
C. Category: OTHER: MGMT  
D. System/Item: MRAP MaxxPro/DASH w/M1235A4 and DASH w/CROWS M1235A5 Hardware Kits  
E. Contract/PR No.: W56HZV-14-R-0356  
F. Contractor: Navistar Defense LLC 338X5  
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1. Data Item No.: A002  
2. Title of Data Item: First Article Inspection (FAI) Plan  
3. Subtitle: N/A  
4. Authority: See Block 16  
5. Contract Reference: C.4.4  
6. Requiring Office: APO MRAP  
7. DD250 REQ: LT  
8. App Code: N/A  
9. Dist. Statement Required: D  
10. Frequency: One Time  
11. As of Date: See Block 16  
12. Date of First Submission: See Block 16  
13. Date of Subsequent Submission: See Block 16  
-----

14. Distribution:

a. Addressee:

Draft b. Copies Final

Brandon Harwood System Engineer Team MaxxPro brandon.d.harwood.civ@mail.mil	1	1
usarmy.detroit.peo-cs-css.mbx.mrap-maxxpro-cdr1@mail.mil Beverly Viands DCMA Chicago Beverly.Viands@dcma.mil	1	1
15: Total	3	3

16. Remarks:

The Contractor shall provide a First Article Inspection (FAI) Plan that includes the items called out in SOW para C.1.1. The Contractor shall submit lists of First Article Inspection items and schedules to complete the FAI. Schedules will allow the government to monitor the FAI. The FAI Plan shall consist of all documents that will be utilized during the First Article Inspection to include but not limited to drawings, performance/test specifications, Production Part Approval Process (PPAP) documentations and bill of materials. This plan shall also call out the use of calibrated measurement equipment that will be utilized to ensure components meet the applicable specifications noted on the drawings.

BLK 4 Submission in contractor format is acceptable.

BLK 12 First Article Inspection shall be completed during production prior to completion of the first 10 kits and FAI plan shall be submitted 15 days in advance of FAI.

BKL 14 a.: Submission shall be via electronic mail (e-mail) to Addressee(s) in BLK 14 and encrypted with a minimum of 128 bit encryption. Submission shall be prepared and delivered in current Microsoft Office software suite.

17. PRICE GROUP: NSP  
 18. ESTIMATED TOTAL PRICE: NSP

G. Prepared By: Mary Craig  
 H. Date: 25 June 2014  
 I. Approved By: Jeffrey Gordon  
 J. Date: 25 June 2014

CONTRACT DATA REQUIREMENTS LIST (CDRLS)  
 Form Approval OMB No. 0704-0188  
 MRAP MaxxPro Dash Hardware Kits

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please Do Not Return your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. Contract Line Item No.:
- B. Exhibit: A
- C. Category: OTHER: MGMT
- D. System/Item: MRAP MaxxPro/DASH w/M1235A4 and DASH w/CROWS M1235A5 Hardware Kits
- E. Contract/PR No.: W56HZV-14-R-0356

F. Contractor: Navistar Defense LLC 338X5

- 
1. Data Item No.: A003
  2. Title of Data Item: Welding Procedures
  3. Subtitle: None
  4. Authority:
  5. Contract Reference: C.5.2
  6. Requiring Office: APO MRAP
  7. DD250 REQ: LT
  8. App Code: N/A
  9. Dist. Statement Required: D
  10. Frequency: Once
  11. As of Date: See Block 16
  12. Date of First Submission: 30 calendar days after contract award
  13. Date of Subsequent Submission: N/A
- 

14. Distribution:

	Draft	<u>b. Copies</u>	Final
a. Addressee:			
Brandon Harwood System Engineer Team MaxxPro brandon.d.harwood.civ@mail.mil	1		1
usarmy.detroit.peo-cs-css.mbx.mrap-maxxpro-cdr1@mail.mil	1		1
Beverly Viands DCMA Chicago Beverly.Viands@dcma.mil	<u>1</u>		<u>1</u>
15: Total	3		3

16. Remarks:  
 BLK 4 Submission in contractor format is acceptable.

BLKs 10, 12, & 13 - Prior to manufacturing or production, the Contractor is responsible for providing welding procedures IAW American Welding Society (AWS) weld code requirement and the Ground Combat Vehicle Welding Code (GCVWC) to the procuring activity for approval. The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures. Welding repairs of defective parts shall require Government approval and a written procedure identifying proper techniques and approaches taken to correct defective products. Any changes to the welding procedures after initial submission and subsequent testing shall require Government approval.

BLK 14 a.: Submission shall be via electronic mail (e-mail) to Addressee(s) in BLK 14 and encrypted with a minimum of 128 bit encryption. The submission shall be prepared and delivered in current Microsoft Office software suite

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17. PRICE GROUP: NSP  
 18. ESTIMATED TOTAL PRICE: NSP

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G. Prepared By: Mary Craig  
 H. Date: 25 June 2014  
 I. Approved By: Jeffrey Gordon  
 J. Date: 25 June 2014

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17. PRICE GROUP: NSP  
18. ESTIMATED TOTAL PRICE: NSP

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G. Prepared By: Mary Craig  
H. Date: 25 June 2014  
I. Approved By: Jeffrey Gordon  
J. Date: 25 June 2014  
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