

|  |   |   |   |                                    |   |
|--|---|---|---|------------------------------------|---|
| <b>SOLICITATION, OFFER AND AWARD</b>   |   | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>  |   | <b>Rating</b><br>DOA4              | <b>Page of Pages</b><br>1 79                          |
| <b>2. Contract Number</b>  | <b>3. Solicitation Number</b><br>W56HZV-13-R-0500 | <b>4. Type of Solicitation</b><br><input type="checkbox"/> Sealed Bid (IFB)<br><input checked="" type="checkbox"/> Negotiated (RFP) |   | <b>5. Date Issued</b><br>2014MAY27 | <b>6. Requisition/Purchase Number</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>U.S. ARMY CONTRACTING COMMAND<br>CCTA-HBA-N<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL |   | <b>Code</b><br>W56HZV   | <b>8. Address Offer To (If Other Than Item 7)</b> |                                    |   |

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:00pm (hour) local time 2014JUN26 (Date).**

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

|                                  |                                   |  |                           |  |
|----------------------------------|-----------------------------------|--|---------------------------|--|
| <b>10. For Information Call:</b> | <b>A. Name</b><br>STEPHEN PEEPLES | <b>B. Telephone (No Collect Calls)</b> |                           | <b>C. E-mail Address</b><br>STEPHEN.PEEPLES2@US.ARMY.MIL |
|                                  |                                   | <b>Area Code</b><br>(586)              | <b>Number</b><br>282-7080 | <b>Ext.</b>  |

**11. Table Of Contents**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: STEPHEN PEEPLES  
Buyer Office Symbol/Telephone Number: CCTA-HBA-N/(586)282-7080  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders

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

| <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|------------------------|---|-------------|
| A-1                    | 52.204-4016 WARREN ELECTRONIC CONTRACTING | MAR/2013    |

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://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 <http://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=W56HZV13R0500](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0500)

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

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

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

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

(e) Note to offerors:

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

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

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



|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 4 of 79</b> |
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**Name of Offeror or Contractor:**

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

A-5            52.242-4021            NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS            NOV/2009  
(TACOM)

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

(END OF CLAUSE)

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
|         | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |            |          |
| 0001    | <u>DATA ITEM</u>   |          |      |            |          |
| A001    | <u>FIRST ARTICLE TEST REPORT</u>   |          |      | \$ _____   | \$ _____ |
|         | **All Data CLINS are NSP**<br>(End of narrative B001)                                    |          |      |            |          |
| A002    | <u>IUID MARKING PLAN</u>   |          |      | \$ _____   | \$ _____ |
|         | **All Data CLINS are NSP**<br>(End of narrative B001)                                    |          |      |            |          |
| A003    | <u>IUID VALIDATION REPORT</u>  |          |      | \$ _____   | \$ _____ |
|         | **All Data CLINS are NSP**<br>(End of narrative B001)                                    |          |      |            |          |
| A004    | <u>PRODUCTION LOT TEST REPORT</u>  |          |      | \$ _____   | \$ _____ |
|         | SERVICE REQUESTED: PRODUCTION LOT TEST REPORT<br>CLIN CONTRACT TYPE:<br>Firm Fixed Price |          |      |            |          |
|         | **All Data CLINS are NSP**<br>(End of narrative B001)                                    |          |      |            |          |
| 0002    | <u>FIRST ARTICLE TEST</u>  |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p>NSN: 1670-01-609-0728<br/>                     COMMODITY NAME: JOINT PRECISION AERIAL DEL</p> <p>FIRST ARTICLE SHALL BE RETAINED AS A MANUFACTURING STANDARD AND SHALL BE SUBMITTED AS PART OF THE FINAL PRODUCTION DELIVERY.</p> <p>(End of narrative A001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>THIS SOLICITATION IS FOR A FIVE-YEAR MULTIPLE AWARD DELIVERY ORDER CONTRACT FOR JPADS 2KM SYSTEMS AND JPADS SPARE PARTS.</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (FIVE YEAR LONG TERM CONTRACT) OR 0014 (THREE YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p>FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum Five Year Quantity: 60 EACH;<br/>                     30 EACH to both contractors if 2 contracts are awarded. (This is the minimum that will be ordered for this contract, which will take place at the time of the base contract award. Up to two (2) awards may result from this solicitation. If two(2)awards are made, the original amount required/ordered, will be devided among the two (2) lowest offerors using a 50%/50% split. If one award is made, the contractor will receive an award for the entire quantity. Each subsequent delivery order will be competed amongst the awardee(s), with the entire award being made to the contractor with the lowest price.) If two (2) base contract awards are made, the total ordered, between the two contracts, will not exceed the quantity of 910 EA.</p> <p>Maximum Five Year Quantity: 910 EACH<br/>                     (This is the maximum total quantity that will be ordered for this contract, regardless of the number of awardees.)</p> <p>ONLY THE MINIMUM FIVE YEAR QUANTITY IS GUARANTEED. THE GUARANTEED MINIMUM DOES NOT INCLUDE SPARE PARTS.</p> <p>QUANTITIES CONTAINED WITHIN SPECIFIC SPARE PARTS REQUIRMENTS(TO BE AWARDED PER LOT, NOT EACH), MAY VARY THROUGHOUT THE LIFE OF THE CONTRACT AT THE DISCRETION OF THE GOVERNMENT.</p> <p>Spare parts requirements will be competed (per LOT) as necessary amongst the base contract</p> |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE      | AMOUNT          |
|---------|--|----------|------|-----------------|-----------------|
| 0011    | <p>awardees (assuming two awards are made), based upon lowest price, with the lowest price being awarded that specific spare parts requirement in its entirety. This process will be consistent throughout the life of the contract.</p> <p>*****<br/>                     CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p> <p>HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER SHEET.</p> <p>SEE PARAGRAPH (D) OF CLAUSE 52.204-4016, TACOM-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER.<br/>                     *****</p> <p>Up to two (2) awards may result from this solicitation. Contractor(s) will be provided a fair opportunity to compete for delivery orders pursuant to the "Ordering for Multiple Awards" clause contained in Section I.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 1670-01-609-0728<br/>                     COMMODITY NAME: JOINT PRECISION AERIAL DEL<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>TDP 11-1-7840</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> |          |      | <p>\$ _____</p> | <p>\$ _____</p> |

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

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0012    | <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 1670-01-609-0728<br/>                     COMMODITY NAME: JOINT PRECISION AERIAL DEL<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>TDP 11-1-7840</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> |          |      | \$ _____   | \$ _____ |
| 0013    | <p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 1670-01-609-0728<br/>                     COMMODITY NAME: JOINT PRECISION AERIAL DEL<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>TDP 11-1-7840</p> <p>(End of narrative B001)</p>  |          |      | \$ _____   | \$ _____ |

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

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE      | AMOUNT          |
|---------|--|----------|------|-----------------|-----------------|
| 0014    | <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 1670-01-609-0728<br/>                     COMMODITY NAME: JOINT PRECISION AERIAL DEL<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>TDP 11-1-7840</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> |          |      | <p>\$ _____</p> | <p>\$ _____</p> |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0015    | <p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 1670-01-609-0728<br/>                     COMMODITY NAME: JOINT PRECISION AERIAL DEL<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>TDP 11-1-7840</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p>*****<br/>                     The following information presented below applies to<br/>                     Item No. 0021 Through 0025:<br/>                     If two (2) awards are made, each spare parts package<br/>                     will be competed amongst the base contract awardees,<br/>                     and will be awarded to one contractor, based upon<br/>                     lowest price, at time of delivery order.<br/>                     5 Year Min/Max Quantities: See attachment 0002<br/>                     *****<br/>                     (End of narrative A001)</p> |          |      | \$ _____   | \$ _____ |
| 0021    | <p><u>FIRST ORDERING YEAR - JPADS SPARES PACKAGE</u></p> <p>COMMODITY NAME: JPADS SPARES PACKAGE<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>Contractor shall provide prices for JPADS spare parts</p>  |          |      | \$ _____   | \$ _____ |

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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
|         | <p>on Attachment 0006.</p> <p>The completed Attachment 0006 will be incorporated into the awarded contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> |          |      |            |          |
| 0022    | <p><u>SECOND ORDERING YEAR - JPADS SPARES PACKAGE</u></p> <p>COMMODITY NAME: JPADS SPARES PACKAGE<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>Contractor shall provide prices for JPADS spare parts on Attachment 0006.</p> <p>The completed Attachment 0006 will be incorporated into the awarded contract.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p>                                    |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|---|----------|------|------------|----------|
| 0023    | <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>THIRD ORDERING YEAR - JPADS SPARES PACKAGE</u></p> <p>COMMODITY NAME: JPADS SPARES PACKAGE<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>Contractor shall provide prices for JPADS spare parts on Attachment 0006.</p> <p>The completed Attachment 0006 will be incorporated into the awarded contract.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> |          |      | \$ _____   | \$ _____ |
| 0024    | <p><u>FOURTH ORDERING YEAR - JPADS SPARES PACKAGE</u></p> <p>COMMODITY NAME: JPADS SPARES PACKAGE<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>Contractor shall provide prices for JPADS spare parts on Attachment 0006.</p> <p>The completed Attachment 0006 will be incorporated</p>   |          |      | \$ _____   | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|---------|--|----------|------|------------|----------|
| 0025    | <p>into the awarded contract.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> <p><u>FIFTH ORDERING YEAR - JPADS SPARES PACKAGE</u></p> <p>COMMODITY NAME: JPADS SPARES PACKAGE<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p>Contractor shall provide prices for JPADS spare parts<br/>                     on Attachment 0006.</p> <p>The completed Attachment 0006 will be incorporated<br/>                     into the awarded contract.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:<br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR</p> |          |      | \$ _____   | \$ _____ |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
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| <b>ITEM NO</b> | <b>SUPPLIES/SERVICES</b>               | <b>QUANTITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|----------------|--|-----------------|-------------|-------------------|---------------|
|                | ITEMS REQUIRED UNDER THIS REQUISITION. |                 |             |                   |               |

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. SCOPE. This Statement of Work (SOW) defines the effort required for the production of the Joint Precision Airdrop Delivery System 2,400 lbs Modular (JPADS 2KM), and JPADS spare parts.

## C-2. BACKGROUND.

The Joint Precision Air Drop System 2,400 LB, Modular (JPADS 2KM) is a guided, high altitude capable, precision airdrop system providing autonomous flight upon release from the aircraft and reduced ground load dispersion through superior landing accuracy. JPADS 2KM is authorized to operate within an altitude range of 5,000 ft Above Ground Level (AGL) to 24,500 feet Mean Sea Level (MSL), and deliver standard Containerized Delivery System (CDS) loads weighing between 700-2100 lbs (suspended) from an offset of up to 25km with greatly improved accuracies over conventional aerial delivery methods.

The JPADS 2KM is comprised of the following two subsystems which can be used in conjunction with the US Air Force (USAF) JPADS Mission Planner.

Decelerator. The decelerator is the technical term for a canopy, parachute or parafoil. The JPADS 2KM uses a parachute decelerator for flight which provides directional capability of the load through descent. Decelerator steering lines run to a Modular Autonomous Guidance Unit (MAGU) and are used to create drag on one side of the decelerator or the other, providing for directional control.

MAGU. The MAGU consists of four separate components: pack frame, avionics module, motor module and battery. The MAGU pack frame houses the battery power pack; the avionics module contains the user interface, military GPS receiver and guidance, navigation and control (GN&C) software package; the hardware required to operate the steering lines(s) is contained in the motor module. The system uses initialized data from the mission planner and GPS re-broadcast system to acquire its position prior to exit from the aircraft. Once the position is acquired, the MAGU steers the air vehicle in accordance with the real-time flight plan, making corrections in flight as necessary via an actuator system attached to the steering line(s). The JPADS 2KM MAGU was developed via an Engineering Change Proposal (ECP) to the previously Type Classified JPADS 2K AGU to improve accuracy in difficult terrain and ease the recovery/retrograde burden associated with the JPADS 2K system. The MAGU incorporates advanced guidance, navigation and control software that makes use of pre-loaded Digital Terrain Elevation Data (DTED) that allows active navigation of the system to avoid any significant terrain during final approach to the designated impact point. The MAGU reduces the weight, and consolidates the most expensive components (Military-Global Positioning System (MIL-GPS), avionics, computer boards, etc.) into a single, easily-retrievable avionics module.

The U.S. Army Contracting Command Warren (ACC-Warren) intends to acquire both improved JPADS 2KM systems and corresponding spare parts. The JPADS 2KM spare parts, assemblies, and sub assemblies must interface with the existing TDP.

Government furnished Material (GFM) shall be provided under this contract as detailed in section C.4.3 below.

## C-3. Hardware Deliveries

C-3.1. The Contractor shall deliver JPADS 2KM Systems and spares that meet all the technical requirements as specified by Technical Data Package (TDP) No. 11-1-7840 (Attachment 0005). Section C.4.2.2 and CDRL A001 specify the First Article Test (FAT) Requirements. Delivery Orders will specify the quantity, delivery dates, destinations, and packaging requirements (see C-3.1.1.1).

C-3.1.1 The contractor shall develop cost efficient packaging data for all newly provisioned items using MIL-STD-2073-1D as a guide. The contractor may recommend commercial alternatives to military and Federal specifications and standards when they meet U.S. Army packaging requirements for packaging, transportation, storage and handling in extreme environment. See Section D for packaging requirements.

## C-4 REQUIREMENTS

C-4.1 GENERAL. The work required by this contract shall be performed in accordance with this Statement of Work (SOW). The winning offerer shall furnish all necessary services, personnel, equipment, facilities, and supplies to produce JPADS 2KM Systems and spare parts as specified in the Technical Data Package (TDP) and in accordance with the detailed requirements below.

C-4.1.1 Use and Non-Disclosure Agreement. Some of the drawings contain Specifically Negotiated Data Rights. Therefore, an approval of a Non-Disclosure Agreement (NDA), located in Section J, Attachment 0003, is REQUIRED before the TDP for this solicitation can be viewed. Please refer to clause 52.211-4073 in Section C for further instruction.

C-4.1.2 STARS and COMSEC Account. Prior to contract award, the manufacturer, and all appropriate sub-contractors, shall hold the necessary accounts to handle the Ground-Based GPS Receiver Applications Module (GB-GRAM). Accounts include: Security Tracking and Authorization Request System (STARS). The MAGU manufacturer shall hold the necessary accounts to handle both the GB-GRAM and a GPS key

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loading device, such as a Simple Key Loader (SKL) and a Communications Security (COMSEC) account.

## C-4.2. HARWARE REQUIREMENTS

C-4.2.1. JPADS 2KM Systems The vendor will produce and deliver the JPADS 2K-M (NSN 1670-01-609-0728) with all subcomponents fully assembled in their respective major component, that is, the JPADS 2KM Parafoil and Modular AGU.

## C-4.2.2. First Article Test (FAT).

C-4.2.2.1. First Article Test Report. The Contractor shall prepare a detailed First Article Test Report in accordance with CDRL A001 that describes any and all tests, examinations, certifications, and inspections that were performed.

C-4.2.2.2. First Article Test Unit. The first article test unit and all subsequent production units shall reflect the configuration as documented in the provided JPADS 2KM drawings.

C-4.2.2.2.1. The contractor shall record 100% dimensions for textiles and MAGU manufactured components, as specified in the JPADS 2KM TDP. Additionally, the contractor shall provide test reports and Certificates of Conformance (CofCs), as required, for all commercial off the shelf (COTS) components. This data will be made available to Government inspectors in accordance with SAE AS9102 during FAT. The Government reserves the right to conduct a quality system, process, and/or product audit during the FAT.

C-4.2.2.2.2. The contractor shall provide all material samples and certifications for materials and COTs components used in the manufacturing of the FAT asset, to include test reports supporting the certifications. All certifications shall first be accepted by the prime Contractor prior to offering the certifications to the Government for acceptance. The contractor shall supply the following quantities of hardware and textile samples: 1/2 pound spool, cone or tube of each color & type of thread, 30yds of each type of cord, webbing, & tape, 5 yards each color and type of cloth, and two sets of each type of hardware used in the construction and components of the parachute assembly.

C-4.2.2.2.3. Prior to conducting of the First Article Test, the contractor shall provide all certifications to the DCMA Quality Assurance Representative (QAR) for review.

C-4.2.2.2.4. MAGU acceptance procedures are contained in the Software Loading and Quality Control instructions and shall be provided upon contract award.

C-4.2.2.3. First Article Test (Airdrop). As a part of FAT, the Government reserves the option to perform flight testing at Yuma Proving Grounds, Yuma, AZ. If the Government exercises the right to perform flight testing as a part of FAT, the contractor shall be responsible for correcting any damage to the system that may have resulted from any prior FAT inspections and/or the flight testing. Contractors shall be allowed to attend this testing at their own expense. The testing will be scored in accordance with the official JPADS 2K Failure Definition Scoring Criteria (FDSC). Guidance from the FDSC will be provided upon contract award.

In the event of failure, the Government shall first analyze log files to determine if it is attributed to Government furnished flight software. The contractor shall be provided all supporting information and shall be responsible for developing and implementing all resulting changes, where applicable. The Government reserves the right to retest the same or another system upon correction of the defect(s) by the contractor to the complete extent and duration as prescribed by the test program, or to such lesser extent, as the Procuring Contracting Officer deems appropriate. If another JPADS 2KM system is selected, the contractor shall be responsible for all deficiencies detected regardless of the relationship to the original test failure.

C-4.2.2.4. First Article Test Failure. Failure of any characteristic item during FAT shall be cause for rejection of the FAT and any production JPADS 2KM systems and spares being offered for acceptance. In the event of a failure of the FAT, the Contractor shall be required to conduct a root cause failure analysis and take root cause corrective action on any failed item at no additional cost to the Government nor at no increase in contract price. A new replacement item for the JPADS 2KM shall be used for a re-test of the FAT unit in lieu of the failed item, at no additional cost to the Government. Accordingly, a re-test of the FAT shall not be conducted until the Contractor has presented objective evidence, within seven calendar days, that the defect that caused the failure has been completely eliminated. It is at the discretion of the Government to determine the extent of retesting (i.e. partial or complete) resulting from failure.

C-4.2.2.5. Manufacturing Standard. The JPADS 2KM refurbished FAT system may be retained by the contractor as a manufacturing standard.

C-4.2.2.6. First Article Test (FAT) Refurbishment. The contractor shall refurbish the FAT unit after completion of Government testing. The contractor shall conduct a complete detailed inspection of the JPADS 2KM system to assess the necessary refurbishment actions (repair and/or replacement of items) to restore the JPADS 2KM FAT to a new condition that conforms with all requirements of the JPADS 2KM TDP. The contractor shall record all refurbishment actions, including conditions prior and after refurbishment and provide all documentation to the Government. The DCMA QAR will inspect the refurbished JPADS 2KM FAT unit for conformance, as specified.

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C-4.2.2.7. First Article Test Report Refurbishment. The Contractor shall prepare a First Article Test Report in accordance with CDRL A001 that documents the results of any and all tests, deliverables, examinations, certifications, and inspections that occurred during First Article Testing.

C-4.2.3. Production Lot Inspections.

C-4.2.3.1. Each production lot inspection shall be performed for any and all conformance requirements in accordance with the TDP. The Government will randomly select items from each production lot for inspection and testing. If Government inspection and test of the production lot samples reveal any defects, provision C-4.2.3.7 shall apply. Certificates of Conformance shall be presented at the time of inspection. The Government's acceptance of the Contractor's end item will be determined by the conformance inspection results and the conformance requirements validation.

C-4.2.3.2. Sampling for inspection shall be performed in accordance with ANSI/ASQ Z1.4; S-2 Inspection, 1.5 AQL AMERICAN NATIONAL STANDARD Sampling Procedures and Tables for Inspection by Attributes.

C-4.2.3.3. The samples shall be inspected to the applicable tables of MIL-STD-849. Any sample unit exceeding the defects of Table II of MIL-STD-849 for parachute system components/spare parts shall be cause for rejection of the lot.

C-4.2.3.4. The Contractor shall perform air permeability testing in accordance with MIL-DTL-7620, paragraph 3.4 and 4.5. Air Permeability test data shall be provided electronically in Microsoft Excel format to the Government engineering support activity (ESA) 30 days prior to inspection lot testing. Raw data worksheets shall be made available, at the Government's request. Air Permeability test report shall include prime contractor lot number; serial number; individual and averaged readings; and the make, model, and calibration date of the air permeability machine used. If a canopy was reworked due to failing air permeability, this same data shall be provided for canopies both before and after rework.

C-4.2.3.4.1. Production Lot Test Report. The contractor shall prepare a Production Lot Test (PLT) Report that documents the results of any and all tests, deliverables, examinations, certifications, and inspections that occurred during the air permeability testing in accordance with CDRL A004.

C-4.2.3.5. The Government reserves the right to request inspection reports and material certifications from the Contractor for the lot.

C-4.2.3.6. MAGU inspection procedures are contained in the Software Loading and Quality Control instructions and shall be provided upon contract award as GFM.

C-4.2.3.7. Production Lot Inspections Failure. Failure of any characteristic item during production lot inspection shall be cause for rejection and any production JPADS 2KM systems and spares being offered for acceptance. In the event of a failure, the Contractor shall be required to conduct a root cause failure analysis and take root cause corrective action on any failed item at no additional cost to the Government nor at no increase in contract price. A new replacement item for the JPADS 2KM shall be used for a re-test of the production lot inspection unit in lieu of the failed item, at no additional cost to the Government. Accordingly, a re-test of the production lot inspection shall not be conducted until the Contractor has presented objective evidence, within seven calendar days, that the defect that caused the failure has been completely eliminated to the Government's satisfaction. It is at the discretion of the Government to determine the extent of retesting (i.e. partial or complete) resulting from failure.

C-4.2.4. First Article Test (FAT) and Production Location. The Contractor shall produce the JPADS 2KM First Article Test unit and the production quantities at the same location and facility. For any change of location of the contractor's manufacturing facility, a complete FAT shall be required, at no increase in contract cost.

C-4.2.5. Spare Parts. The contractor shall produce individual spare parts for JPADS 2KM. These items will be procured on an as-needed basis throughout the contract period of performance in accordance with the min/max quantities as specified in Attachment 0002 of this solicitation.

C-4.3 GOVERNMENT FURNISHED MATERIAL.

C-4.3.1. Software Requirements. Product Manager Force Sustainment Systems (PM FSS), in coordination with Armament Software Engineering Center (SEC), shall supply all JPADS 2KM Firmware and Flight Software, installation/post installation procedures, and the JPADS Factory Fresh AGU Programmer as GFE items upon contract award.

C-4.3.2 Technical Manuals. A Technical Manual shall be provided to the contractor upon contract award. The Government shall provide Technical Manuals during production as Government Furnished Material.

C-4.3.3 Ground Based Global Positioning System Receiver Application Module (GB-GRAM). One GB-GRAM will be provided by the Government with every JPADS 2KM system.

C.5 VENDOR REQUIREMENTS FOR HARDWARE. It will be the responsibility of the winning offerer to supply the hardware required to load the JPADS flight software. Performing the software installation and post installation procedure can take approximately 1.5 - 2 hours per

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system. This hardware includes the following components:

- a) Computer running Windows Operating System (minimum of Windows Vista/7) which supports Serial, Ethernet, and Wireless communications;
- b) AVRISP mkII Programming Pod (Model: A09-0002/05);
- c) 1 to 15 SD/microSD Memory Card Duplicator;
- d) Multi-Meter.

**C-6. ADDITIONAL REQUIREMENTS**

C-6 Configuration Management.

C-6.1 Configuration Baseline. The end item shall comply with all of the requirements of this contract, including but not limited to, the JPADS 2KM TDP. Except as provided herein, all systems delivered under this contract shall be identical in configuration to the final approved product configuration baseline.

C-6.1.1 Functional Configuration Baseline. The contractors configuration system shall identify the existing JPADS 2KM configuration. This information shall be made available for Government review concurrently with the FAT JPADS 2KM system delivery. Changes required during FAT shall require the configuration baseline to be updated. Upon approval of the FAT JPADS 2KM configuration, per the TDP, shall constitute approved Product Configuration Baseline (PCB) for the JPADS 2KM system. Changes required during Government testing shall the configuration to be updated. The contractor shall make available for review a monthly listing of all changes.

C-6.1.2 Product Configuration. The Production Configuration Baseline is established upon PCO approval of the FAT.

C-6.2 Configuration Management Status Accounting Reports. The contractor shall submit reports per CDRLA001. The Configuration Management Status Accounting Report shall reflect all changes proposed/implemented to the Product Configuration Baseline.

C-6.3 Approval of Engineering Changes. Government approval of changes following acceptance of the Product Configuration Baseline will not be construed as relieving the contractor from its responsibility to furnish all items in conformance with the contract requirements, including full responsibility for failure in operation of the JPADS 2KM system, which resulted from changes previously approved by the Government. Prior to the acceptance of any change, the Government reserves the right to require the contractor to perform additional tests, to be determined by the Government, up to and including a complete First Article Test, at no cost to the Government, or to disapprove changes where Government review shows the changes would have an adverse effect.

C-6.4 Configuration Changes. Changes to the Product Configuration Baseline shall only be incorporated in accordance with the following requirement. The contractor shall propose changes to the established configuration baseline via the submission of Engineering Change Proposals (ECPs), Request for Deviations (RFDs), and Request for Waivers (RFWs). The contractor shall implement positive configuration control methods and procedures that maintain the integrity and history of the established baseline. Sufficient supporting data shall be submitted with ECPs, RFDs, and RFWs to evaluate the proposed change (for example: drawings, supplemental drawings, sketches, specifications, or manufacturers data sheets). If the Government desires a configuration change, the PCO will direct the contractor to submit an ECP.

C-6.4.1 Engineering Change Proposal (ECP) Definitions.

C-6.4.1.2 Class I ECP: Engineering Change Proposals that AFFECT any of the following: system performance, part interchangeability, cost, maintainability, supportability, reliability, safety or delivery schedules.

C-6.4.1.3 Class II ECP: Class II ECPs have NO AFFECT on any of the factors listed above for the Class I ECP definition. Class II changes will be reviewed by the designated DCMA representative for concurrence in classification.

C-6.4.2 Class I ECP Changes Contractor Requested. This clause applies to all contractor requested ECPs. The contractor may contact the PCO for advice on whether an ECP should be submitted for review as Government directed or contractor requested change.

C-6.4.3 Class I ECP Changes Government Directed. In the event the Government requests a change to the end item configuration, the PCO will request, in writing, a technical/price proposal from the contractor. Within 10 business days of request, the contractor shall notify the PCO of the ECP submittal date.

C-6.4.4 Class II Changes. The contractor may make Class II changes contingent upon classification and concurrence by the Government. These changes may be processed in the contractors format. If the Government rejects the resubmitted Class I ECP, the contractor shall be responsible to retrofit all JPADS 2K and 2KM systems produced with the change, at no cost to the Government.

C-6.4.5 Engineering Change Proposals (ECPs) Control Numbers. The contractor shall request a block of Natick ECP control numbers by letter, addressed to the PCO.

C-6.5 Request for Deviation/Waiver (RFD/RFW). During the performance of this contract, if the contractor finds it necessary to

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deviate from a particular performance requirement of the TDP, the contractor shall seek written authorization from the Government by completing an RFD or RFW. Under no circumstances shall submission or approval of an RFD/RFW be the basis for a contract price increase.

C-6.5.1 Request for Deviation/Waiver (RFD/RFW) Definitions.

C-6.5.1.1 Deviation: A Request for Deviation (RFD) is submitted before commencing production and is a one-time request for authorization to deviate from a requirement of TDP.

C-6.5.1.2 Waiver: A Request for Waiver (RFW) is submitted after producing a number of items that do not conform to a requirement of the TDP or contract and is a request that the Government excuse the non-conformance and accept the non-conforming item. Waivers cover an item or group of items from a production run that do not conform to the TDP or contract.

C-6.6 General: RFDs/RFWs.

C-6.6.1 Format. When necessary, a RFD/RFW shall be prepared using DD Form 1964.

C-6.6.2 Procedures. RFDs/RFWs adversely affecting safety will not be considered. Submission of recurring deviations is discouraged and shall be minimized. Where it is determined that a change would be permanent, the contractor shall process an ECP.

C-6.7 Effectivity Certification. Changes resulting from Class I ECPs and RFDs/RFWs shall be incorporated into the production line through contract modification. Actual cut in of these changes shall be at a single END ITEM cut in point. Each ECP, RFD, RFW shall be applied to the production line at one time in its entirety. The contractor shall maintain the original effectivity point certification on file.

C-7 MEETINGS, CONFERENCES AND REVIEWS

C-7.1 General. The Contractor and Government will hold bi-annual meetings and reviews during this contract's performance period. Meetings are used to review progress and provide guidance on technical, logistics, contractual or other issues that arise during contract performance.

C-7.2 The Contractor shall participate in the following meeting(s):

C-7.2.1 Start-of-Work (SOW) Meeting. See clause 52.204-4003.

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

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

The contractor shall hold a start of work meeting telephonically, unless some other location is designated in the contract, within 30 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

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

[End of Clause]

|     |             |                                    |          |
|-----|-------------|------------------------------------|----------|
| C-2 | 52.211-4072 | TECHNICAL DATA PACKAGE INFORMATION | JUL/2012 |
|-----|-------------|------------------------------------|----------|

The following Xd item applies to this solicitation:

- [ ] 1. There is no Technical Data Package (TDP) included with this solicitation.
  - [ ] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.
- Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: N/A

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

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TDP Link (URL): N/A

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

<https://www.fbo.gov/fedteds/HZV13R0500JPADS>

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.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor.

Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

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

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

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

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

[End of clause]

C-3 52.211-4073 USE AND NON-DISCLOSURE AGREEMENT REQUIREMENT

OCT/2010

The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

Available at <http://contracting.tacom.army.mil/acqinfo/contractorforms.htm>  
titled:

Available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email it to the buyer at [stephen.peeples2.civ@mail.mil](mailto:stephen.peeples2.civ@mail.mil). The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP, contact the buyer.

[End of Clause]

C-4 52.246-4053 USE OF MIL-STD 1916  
(TACOM)

JAN/2001

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The

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Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916.

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

D-1 Preservation and Packaging Software, technical data, reports, and contractual documentation delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival at destination without damage to contents. The contractor shall use MIL/A packaging for all items procured under this contract.

D-2 Marking The Contractor shall mark all JPADS 2KM items that are going to be stored or shipped in accordance with MIL-STD-129P (4), <<http://www.acq.osd.mil/log/rfid/MIL-STD-129PCH4.pdf>>. The marking of shipments of equipment will be as specified in this standard. Marking is "the application of numbers, letters, labels, tags, symbols, or colors to provide identification and to expedite handling during shipment and storage."

D-2.1 All software, technical data, reports, etc. and contractual documentation referenced in paragraph D-1. shall be identified by the prime contract number, name and address of the prime Contractor, and where applicable, the name and address of the subcontractor generating the data.

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

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

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

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: A
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: MIL-STD-2073-1D

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

(d) Marking:

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

(e) Heat Treatment and Marking of Wood Packaging Materials(MWP): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load

|                           |  |                      |
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shall also comply with  
[https://www.ippc.int/servlet/BinaryDownloaderServlet/133703\\_ISPM15\\_2002\\_with\\_Ann.pdf?filename=1152091663986\\_ISPM\\_15\\_2002\\_with\\_Annex1\\_2006\\_E.pdf&refID=133703](https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703) and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) Hazardous Materials (As applicable):

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

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

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

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(g) SUPPLEMENTAL INSTRUCTIONS:

JPADS 2KM is shipped in two boxes. The following are the dimensions and weights for both:

Box 1 (canopy): 28"x33"x20" and weighs approximately 80 lbs

Box 2 (MAGU): 29 IN X 27 IN X 14.5 IN and weighs approximately 84 lbs

Mark Box 1 of 2 and Box 2 of 2

Distribution Data Report data is NOT required.

Unit Package Weight (lbs): 164.0

Unit Package Cube (cubic feet): 10.694

Unit Package size (length x width x depth inches) N/A

(End of Clause)

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**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

## Product Inspection and First Article Test Provisions

E-1 Inspection. All inspections (including tests) and acceptance shall be conducted in accordance with the requirements of the complete Technical Data Package (TDP) 11-1-7840 and associated parts lists (PL), specifications, and standards that are specified in the TDP. All examinations and tests shall verify conformance to the contract and TDP requirements (product drawings, specifications and standards).

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

|     | <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 | 52.246-11              | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999    |

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

| <u>Title</u>                             | <u>Number</u>  | <u>Date</u> | <u>Tailoring</u> |
|--|----------------|-------------|------------------|
| Quality Conformance, FAT, certifications | TDPL 11-1-7840 | 14-Aug-2013 | William Hurt     |

(End of Clause)

|     |                        |  |          |
|-----|------------------------|--|----------|
| E-4 | 52.209-4000<br>(TACOM) | NOTICE REGARDING FIRST ARTICLE TEST SAMPLE | MAR/2000 |
|-----|------------------------|--|----------|

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 0 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 1 that successfully passes all specified tests, less the destructive tests, if any, SHALL serve as a manufacturing standard for the remainder of the contract.

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

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

|     |                        |  |          |
|-----|------------------------|--|----------|
| E-5 | 52.209-4333<br>(TACOM) | INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL) | APR/2006 |
|-----|------------------------|--|----------|

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

(1) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with applicable specification/drawing/Quality Assurance Provision. (SEE SECTION E). Complete TDPL 11-1-7840. Quality Conformance, FAT, certifications; as specified: MIL-DTL-7620; MIL-DTL-7567 AND MIL-DTL-6645 (drawing 11-1-7895 only); ASTM D737, MIL-STD-849 AND A-A-59291. TDPL 11-1-7840 specifications and standards required by the product drawings in TDPL 11-1-7840 shall equally apply.

(2) The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by



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**Name of Offeror or Contractor:**

(Address)

(City)

(State) (Zip)

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

## F-15. DELIVERY SCHEDULE FOR JPADS 2K SYSTEM ASSETS

F-15.1. Delivery of First Article Test assets will be no later than 120 days after contract award.

F-15.2. Delivery of production assets shall be in accordance with clause 52.242-4457.

## F-16. DELIVERY SCHEDULE FOR JPADS 2KM SPARE PARTS

F-16.1 Quantities of JPADS 2KM spare parts will be specified in each delivery order and will be delivered no later than 90 days after receipt of delivery order. Please see attachment 0002 for min/max ordering quantities.

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

|     | <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 | 52.247-30              | F.O.B. ORIGIN, CONTRACTOR'S FACILITY                       | FEB/2006    |
| F-5 | 52.247-55              | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003    |
| F-6 | 52.247-58              | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS    | APR/1984    |
| F-7 | 52.247-59              | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS             | APR/1984    |
| F-8 | 252.211-7008           | USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS                  | SEP/2010    |
| F-9 | 252.211-7003           | ITEM IDENTIFICATION AND VALUATION                          | JUN/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 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 unique item 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.

"Government's unit acquisition cost" means

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

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the

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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/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.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 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.

"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) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

0002

JPADS 2K/JPADS 2KM (FAT)

|                           |  |                      |
|---------------------------|--|----------------------|
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|      |                    |
|------|--------------------|
| 0011 | JPADS 2K/JPADS 2KM |
| 0012 | JPADS 2K/JPADS 2KM |
| 0013 | JPADS 2K/JPADS 2KM |
| 0014 | JPADS 2K/JPADS 2KM |
| 0015 | JPADS 2K/JPADS 2KM |

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number (None).

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

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

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

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

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

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

(4) 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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(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 unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

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- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, 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 in accordance with the data submission procedures at

[http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item 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 III--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,<br>subline, or exhibit<br>line item number | Location name                | City           | State | DoDAAC |
|---|------------------------------|----------------|-------|--------|
| 0011  | DDSP NEW CUMBERLAND FACILITY | NEW CUMBERLAND | PA    | W25G1U |
| 0012  | DDSP NEW CUMBERLAND FACILITY | NEW CUMBERLAND | PA    | W25G1U |
| 0013  | DDSP NEW CUMBERLAND FACILITY | NEW CUMBERLAND | PA    | W25G1U |
| 0014  | DDSP NEW CUMBERLAND FACILITY | NEW CUMBERLAND | PA    | W25G1U |
| 0015  | DDSP NEW CUMBERLAND FACILITY | NEW CUMBERLAND | PA    | W25G1U |

(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.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

**Name of Offeror or Contractor:**

(TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, FAT unit is to be delivered 120 days after award.

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 90 days after delivery order date.

(iii) You will deliver 50 units every thirty days.

(iv) You can deliver more units every thirty days at no additional cost to the Government.

(d) Accelerated delivery schedule IS acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

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

[End of clause]

F-12

52.247-4005

SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT

AUG/2003

(TACOM)

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

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

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

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

[End of Clause]

F-13 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994 (TACOM)

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

Offeror represents that:

(1) Facilities for shipping by rail

- [ ] are
[ ] are not

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

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

(NAME) (LOCATION)

(3) Facilities for shipping by water

- [ ] are
[ ] are not

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

(4) Facilities for shipping by motor

- [ ] are
[ ] are not

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

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: /Unit MOTOR: /Unit WATER: /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

F-14 52.247-4011 FOB POINT SEP/1978

**CONTINUATION SHEET**

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(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: \_\_\_\_\_  
 (City) (State) (ZIP) (County)

(2) Subcontractor's Plant: \_\_\_\_\_  
 (City) (State) (ZIP) (County)

[End of Clause]

F-15 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009  
 (TACOM) ADDRESSES

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

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

|                   |        |  |  |  |
|-------------------|--------|--|--|--|
| 875670/<br>875675 | W62G2T | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
| 471995/<br>471996 | W31G1Z | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021                    |
| 209741/<br>209770 | W25G1R | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150             |
| 661136/<br>661157 | W45G19 | Transportation Officer<br>Red River Army Depot,<br>Defense, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000                  |
| 764538/<br>764535 | W67G23 | Transportation Officer<br>Tooele Army Depot,<br>Warner, UT   | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT   | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT 84074-5003                        |

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

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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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**Name of Offeror or Contractor:**

## SECTION G - CONTRACT ADMINISTRATION DATA

|     | <u>Regulatory Cite</u>      | <u>Title</u>   | <u>Date</u> |
|-----|-----------------------------|--|-------------|
| G-1 | 252.204-0005<br>(DFARS PGI) | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE<br>(DFAS) - Line Item Specific: by Cancellation Date | SEP/2009    |

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]

|     |             |   |          |
|-----|-------------|---|----------|
| G-2 | 52.232-4087 | PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) | AUG/2012 |
|-----|-------------|---|----------|

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

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

|     |             |   |          |
|-----|-------------|---|----------|
| G-3 | 52.247-4021 | TRANSPORTATION ACCOUNT CODE (TAC) FOR FOB ORIGIN SHIPMENT (ACC-WRN) | FEB/2012 |
|-----|-------------|---|----------|

DCMA: The TAC to use in GBL preparation for shipments made under this contract is AUER.

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

Contractor Performance Assessment Rating System (CPARS)

1.) Pursuant to FAR 42.1502, the contracts resulting from this solicitation will be subject to DoD's Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

2.) Under CPARS, the Government will conduct evaluations of each delivery order following the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

3.) The contractor may request a meeting to discuss the CPARS. The meeting is to be requested via e-mail no later than seven days following receipt of the CPAR. A meeting will then be held during the contractors 30-day review period.

4.) TO BE COMPLETED AT TIME OF AWARD: The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name

Phone

Email Address

\*\*\* END OF NARRATIVE H0001 \*\*\*

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

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

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

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

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

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

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

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

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-13-R-0500 <b>MOD/AMD</b> | <b>Page 40 of 79</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

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(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.

## Name of Offeror or Contractor:

## SECTION I - CONTRACT CLAUSES

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | JAN/2012    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP/2006    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | OCT/2010    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| 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 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG/2013    |
| I-13 | 52.209-9               | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS   | JUL/2013    |
| I-14 | 52.210-1               | MARKET RESEARCH  | APR/2011    |
| I-15 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-16 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | APR/2008    |
| I-17 | 52.215-2               | AUDIT AND RECORDS--NEGOTIATIONS  | OCT/2010    |
| I-18 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997    |
| I-19 | 52.215-11              | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS  | AUG/2011    |
| I-20 | 52.215-13              | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS  | OCT/2010    |
| I-21 | 52.215-14              | INTEGRITY OF UNIT PRICES   | OCT/2010    |
| I-22 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT/2010    |
| I-23 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | JUL/2005    |
| I-24 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | JUL/2013    |
| I-25 | 52.219-9               | SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) -- ALTERNATE II (OCT 2001)   | OCT/2001    |
| I-26 | 52.219-16              | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN  | JAN/1999    |
| I-27 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| I-28 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | MAR/2012    |
| I-29 | 52.222-20              | WALSH-HEALEY PUBLIC CONTRACTS ACT  | OCT/2010    |
| I-30 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-31 | 52.222-26              | EQUAL OPPORTUNITY  | MAR/2007    |
| I-32 | 52.222-35              | EQUAL OPPORTUNITY FOR VETERANS   | SEP/2010    |
| I-33 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | OCT/2010    |
| I-34 | 52.222-37              | EMPLOYMENT REPORTS ON VETERANS   | SEP/2010    |
| I-35 | 52.222-40              | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT   | DEC/2010    |
| I-36 | 52.222-50              | COMBATING TRAFFICKING IN PERSONS   | FEB/2009    |
| I-37 | 52.222-54              | EMPLOYMENT ELIGIBILITY VERIFICATION  | AUG/2013    |
| I-38 | 52.223-6               | DRUG-FREE WORKPLACE  | MAY/2001    |
| I-39 | 52.223-18              | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING  | AUG/2011    |
| I-40 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUN/2008    |
| I-41 | 52.227-1               | AUTHORIZATION AND CONSENT  | DEC/2007    |
| I-42 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | DEC/2007    |
| I-43 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | FEB/2013    |
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| I-48 | 52.232-17              | INTEREST   | OCT/2010    |
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| I-50 | 52.232-25              | PROMPT PAYMENT   | JUL/2013    |
| I-51 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT  | JUL/2013    |
| I-52 | 52.232-39              | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS   | JUN/2013    |
| I-53 | 52.233-1               | DISPUTES   | JUL/2002    |
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| I-58  | 52.244-5               | COMPETITION IN SUBCONTRACTING   | DEC/1996    |
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| I-63  | 52.248-1               | VALUE ENGINEERING   | OCT/2010    |
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| I-68  | 252.203-7000           | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS   | SEP/2011    |
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| I-73  | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992    |
| I-74  | 252.204-7004           | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT  | MAY/2013    |
| I-75  | 252.204-7006           | BILLING INSTRUCTIONS  | OCT/2005    |
| I-76  | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS   | DEC/1991    |
| I-77  | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY                     | DEC/2006    |
| I-78  | 252.215-7000           | PRICING ADJUSTMENTS   | DEC/2012    |
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| I-80  | 252.216-7004           | AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL                         | SEP/2011    |
| I-81  | 252.219-7003           | SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)  | AUG/2012    |
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| I-84  | 252.225-7006           | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | OCT/2010    |
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| I-86  | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES   | FEB/2013    |
| I-87  | 252.225-7013           | DUTY-FREE ENTRY   | JUN/2012    |
| I-88  | 252.225-7015           | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS   | JUN/2005    |
| I-89  | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS  | JUN/2011    |
| I-90  | 252.225-7033           | WAIVER OF UNITED KINGDOM LEVIES   | APR/2003    |
| I-91  | 252.225-7048           | EXPORT-CONTROLLED ITEMS   | JUN/2013    |
| I-92  | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004    |
| I-93  | 252.227-7013           | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS   | JUN/2013    |
| I-94  | 252.227-7014           | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION                         | MAY/2013    |
| I-95  | 252.227-7015           | TECHNICAL DATA--COMMERCIAL ITEMS  | JUN/2013    |
| I-96  | 252.227-7016           | RIGHTS IN BID OR PROPOSAL INFORMATION   | JAN/2011    |
| I-97  | 252.227-7019           | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE  | SEP/2011    |
| I-98  | 252.227-7020           | RIGHTS IN SPECIAL WORKS   | JUN/1995    |
| I-99  | 252.227-7025           | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS            | MAY/2013    |
| I-100 | 252.227-7027           | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE  | APR/1988    |
| I-101 | 252.227-7030           | TECHNICAL DATA--WITHHOLDING OF PAYMENT  | MAR/2000    |
| I-102 | 252.227-7037           | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA  | JUN/2013    |
| I-103 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991    |
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| I-105 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS   | DEC/2006    |
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| I-107 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT   | DEC/2012    |
| I-108 | 252.244-7000           | SUBCONTRACTS FOR COMMERCIAL ITEMS   | JUN/2013    |
| I-109 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT  | MAR/2008    |
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|-------|----------|---|----------|
| I-111 | 52.209-3 | FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989) | SEP/1989 |
|-------|----------|---|----------|

(a) The Contractor shall test 1 unit(s) of Lot/Item 0002 as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 30 calendar days from the date of FAT delivery to PCO - Cletus Nwalozie, marked First Article Test Report: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_\_. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

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|-------|----------|---|----------|
| I-112 | 52.209-4 | FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989) | SEP/1989 |
|-------|----------|---|----------|

(a) The Contractor shall deliver 1 unit of Lot/Item 0002 within 120 calendar days from the date of this contract to the Government at Yuma Proving Ground, Yuma, AZ for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval

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shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

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

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

(1) progress payments, or

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

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

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

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

(End of Clause)

I-113

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 60, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 625;

(2) Any order for a combination of items in excess of 625; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement

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exceeds the maximum-order limitations in paragraph (b) of this section.

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

(End of Clause)

I-114            52.216-22            INDEFINITE QUANTITY            OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one half (6 1/2) years after contract award.

(End of Clause)

I-115            252.203-7004            DISPLAY OF FRAUD HOTLINE POSTER(S)            DEC/2012

(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 (Action not funded by Department of Homeland Security disaster relief funds).

(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-116            252.216-7006            ORDERING            MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the

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individuals or activities designated in the contract schedule. Such orders may be issued for five years from the Date of Contract Award (5 Year Multiple Award Delivery Order).

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

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

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

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

(End of Clause)

I-117 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

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

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

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

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

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

(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

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through this process.

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

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

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

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

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the 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-118

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).

**Name of Offeror or Contractor:**

(End of Clause)

I-119            52.219-4            NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS            JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

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(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-120

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award

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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-121 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material Identification No.
(If none, insert None)

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

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

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

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

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

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

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

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

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

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

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(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-122            52.223-11            OZONE-DEPLETING SUBSTANCES            MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

I-123            52.230-2            COST ACCOUNTING STANDARDS            MAY/2012

(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.

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(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 the Contract Disputes Act (41 U.S.C. 601).

(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)

I-124            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

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

(End of Clause)

I-125            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of Clause)

I-126            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



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I-129                      52.216-4722                      ORDERING FOR MULTIPLE AWARDS (SUPPLY)                      JUL/2010

(a) Each awardee shall be provided a fair opportunity to be considered for each order in excess of \$3,000.00, unless one of the exceptions outlined in subparagraph b is met. The Contracting Officer, in making decisions in the award of any individual delivery order, shall consider price or cost under each order as one of the factors in the selection decision. The Contracting Officer may also consider the following items when developing the factors in the selection decision, tailored for each individual order:

- (1) contractor's record of past performance on earlier orders under the multiple award contract, including quality, timeliness and cost control,
- (2) potential impact on other orders placed with the contractor,
- (3) minimum order requirements, and
- (4) such other factors as the Contracting Officer believes should be taken into account in the best interest of the Government.

The Contracting Officer may use streamlined procedures, including oral presentations, when selecting an order awardee. The competition requirements of FAR Part 6 and the policies of FAR subpart 15.3 do not apply to the ordering process and the Contracting Officer is not required to use a formal evaluation plan or scoring of offers. Additionally, if the order does not exceed the simplified acquisition threshold, the Contracting Officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. A multiple contract awardee may at any time after contract award offer a lower price than that provided for in this contract, and the Contracting Officer may accept the contractor's lower cost/price in making decisions in the award of any order.

(b) Awardees need not be given a fair opportunity to be considered for a particular order in excess of \$3,000.00 under this contract if the Contracting Officer determines that:

- (1) the agency need for the supplies or services is of such urgency that providing a fair opportunity would result in unacceptable delays;
- (2) only one contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (3) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
- (4) it is necessary to place an order to satisfy a minimum guarantee.

(c) Delivery orders are not subject to protest under FAR Subpart 33.1, unless the order is in excess of \$10 Million, increases the scope, period, or maximum value of the contract. However, concerns with the award of orders can be brought to the attention of the Army Contracting Command - Warren (DTA) ombudsperson, Ms. LaRuth Sheperd (Army Contracting Command - Warren (DTA), Michigan), AMSTA-CSC-M, (586) 282-6597.

[End of Clause]

I-130                      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/)

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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 Addenda</u> | <u>Title</u>  | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|---|-------------|------------------------|-----------------------|
| Exhibit A              | CDRL MARKING PLAN   | 18-DEC-2013 | 001                    |                       |
| Exhibit B              | CDRL VALIDATION REPORT                                      | 18-DEC-2013 | 001                    |                       |
| Exhibit C              | CDRL FIRST ARTICLE TEST REPORT                              | 04-SEP-2013 | 001                    |                       |
| Exhibit D              | CDRL PRODUCTION LOT TEST REPORT                             | 18-DEC-2013 |                        |                       |
| Attachment 0001        | TABLE 1 SPARES LIST   |             |                        | ELECTRONIC<br>IMAGE   |
| Attachment 0002        | SPARES TOTAL MIN/MAX QUANTITY                               |             |                        | ELECTRONIC<br>IMAGE   |
| Attachment 0003        | USE AND NDA FOR TDP   |             |                        |                       |
| Attachment 0004        | DATA ITEM DESCRIPTION TEST INSPECTION REPORT DI-NDTI-80809B |             |                        | ELECTRONIC<br>IMAGE   |
| Attachment 0005        | TDP   |             |                        | ELECTRONIC<br>IMAGE   |
| Attachment 0006        | ESTIMATED SPARES QTY SPREADSHEET                            |             | 001                    | ELECTRONIC<br>IMAGE   |

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

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| K-1 | 52.204-7               | SYSTEM FOR AWARD MANAGEMENT  | JUL/2013    |
| K-2 | 252.203-7005           | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS            | NOV/2011    |
| K-3 | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/2005    |
| K-4 | 252.227-7017           | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS   | JAN/2011    |
| K-5 | 252.227-7028           | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT | JUN/1995    |
| K-6 | 52.204-8               | ANNUAL REPRESENTATIONS AND CERTIFICATIONS                                  | JUL/2013    |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334511.

(2) The small business size standard is 750.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic 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.

**Name of Offeror or Contractor:**

(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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act 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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

\_\_\_ (A) Basic.



**Name of Offeror or Contractor:**

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

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

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7022, Trade Agreements CertificateInclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.
- (vi) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

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

| FAR/DFARS<br>Provision # | Title | Date | Change |
|--------------------------|-------|------|--------|
|                          |       |      |        |
|                          |       |      |        |

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

(End of provision)

K-8      52.204-5      WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)      MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**Name of Offeror or Contractor:**

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

K-9                    52.207-4                    ECONOMIC PURCHASE QUANTITY-SUPPLIES                    AUG/1987

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

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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<br>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-10                    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:

**Name of Offeror or Contractor:**

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

(i) In a criminal proceeding, a conviction.

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

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

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in 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-11 52.225-18 PLACE OF MANUFACTURE

SEP/2006

(a) Definitions. As used in this clause

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

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

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

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

|                           |   |  |
|---------------------------|---|--|
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**Name of Offeror or Contractor:** \_\_\_\_\_

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

(2) Outside the United States.

(End of provision)

K-12            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.

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.

|                           |   |  |
|---------------------------|---|--|
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**Name of Offeror or Contractor:**

(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 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-13      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)

|                           |  |                      |
|---------------------------|--|----------------------|
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K-14            52.247-53            FREIGHT CLASSIFICATION DESCRIPTION            APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as \_\_\_\_\_.

(End of Provision)

K-15            252.209-7995            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            APR/2013  
 (DEV 2013-            LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR  
 00010)            2013 APPROPRIATIONS (DEV 2013-00010)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013, (Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-16            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
 (TACOM)

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

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

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

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

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

[End of Provision]





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**Name of Offeror or Contractor:**

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

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

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**Name of Offeror or Contractor:**

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

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.215-1               | INSTRUCTIONS TO OFFERORS--COMPETITIVE   | JAN/2004    |
| L-2 | 52.215-16              | FACILITIES CAPITAL COST OF MONEY  | JUN/2003    |
| L-3 | 52.216-27              | SINGLE OR MULTIPLE AWARDS   | OCT/1995    |
| L-4 | 52.222-24              | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION  | FEB/1999    |
| L-5 | 52.247-46              | SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS                                      | APR/1984    |
| L-6 | 252.215-7008           | ONLY ONE OFFER  | OCT/2013    |
| L-7 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY<br>PREPAREDNESS, AND ENERGY PROGRAM USE | APR/2008    |

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

|     |          |                  |          |
|-----|----------|------------------|----------|
| L-8 | 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-9 | 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-10 | 52.209-4005<br>ALT I | CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE<br>APPROVAL (SEPARATELY-PRICED LINE ITEM) | FEB/1998 |
|------|----------------------|---|----------|

(a) All offerors are required to insert an amount for CLIN 0002 which represents the full price for First Article testing.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.) If the successful offeror requests and is granted a waiver, the dollar amount entered for CLIN 0002 will be deducted from the total bid or proposal amount. The remaining dollar amount will constitute the price at which award will be made.

[End of Provision]

|      |          |   |          |
|------|----------|---|----------|
| L-11 | 52.252-1 | SOLICITATION PROVISIONS INCORPORATED BY REFERENCE | FEB/1998 |
|------|----------|---|----------|

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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**Name of Offeror or Contractor:**

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

L-12            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

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

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

(End of clause)

L-13            52.209-4007            PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL            MAY/2006  
(TACOM)

(a) The requirement entitled FIRST ARTICLE APPROVAL in Section I of this solicitation may be waived by the Government, provided that the offeror meets the conditions identified below.

(1) Offerors who intend to request a waiver or partial waiver of the First Article Test must provide sufficient information in order for the Government to determine whether the request is to be approved. If the offeror intends to request a waiver, a First Article Waiver Worksheet must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found at <http://contracting.tacom.army.mil/engr/eng.htm>

The offerors request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the offeror, the Government may request additional information

(2) Offerors should not assume that the FAT waiver request will be granted even if the completed worksheet and any supporting information is submitted to the Government.

(3) The worksheet and any additional supporting documentation is part of your quote/offer and must be submitted as part of the response to this solicitation on Company letterhead and signed by an agent of the Company.

(4) The offeror may request a waiver for only a portion of the First Article Test, such as a vibration test or a salt water spray test, or the test on a component or subassembly of the procured item.

(5) The offeror shall list specifically on the worksheet, by technical data package reference, that portion of the test requested to be waived. The references shall include but may not be limited to the following as applicable:

(i) Identification of the specification or standard along with the specific specification or standard paragraph(s)

(ii) Identification of the drawing with specific references to the drawing notes.

(iii) Identification of the Quality Assurance Provision (QAP), or Quality Assurance Requirement (QAR) or Supplemental Quality Assurance Provision (SQAP) with specific references to the specific paragraph.

(6) Supporting documentation.

(i) The request for waiver must be accompanied by documentation in support of the request. The documentation may include information such as the following; (1) Copy of the Administrative Contracting Officers (ACOs) or Procuring Contracting Officers (PCO) letter approving a First Article Test report on a recent contract for the same or similar item. (2) Copy of a First Article Test report for the same or a similar item as that herein solicited. (3) Copy of an ACO or PCO letter approving a prior waiver request. (4) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

(ii) If a copy of a First Article Test report is submitted in support of a request for waiver under this solicitation, the test report must have been approved and signed by an authorized representative of the Government.

(iii) The FAT report and all supporting documentation should be submitted by electronic media and should accompany the offerors proposal. If the FAT report and supporting documentation cannot be transmitted by electronic media, the offeror shall contact



**Name of Offeror or Contractor:**

(b) Required Approval for Equivalent Items

(1) If a firm manufactures an item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

(i) Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its nonlisted item.

(ii) The firm must indicate in its offer the date of the written TACOM approval of its test procedure, and the name and title of the approving official.

(iii) The firm indicates in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of independent testing; and

(iv) The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the conditions set forth in paragraph (b)1 above in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering of a nonlisted part number can be obtained without delay in the anticipated date of award.

When the foregoing conditions are met, the Government reserves the right to make an award for a nonlisted item. In no other instance will award be made to any firm that does not agree to furnish one of the required part numbers listed in this solicitation.

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required part numbers, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required part, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

|      |                        |   |          |
|------|------------------------|---|----------|
| L-16 | 52.215-4003<br>(TACOM) | HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES<br>(NON-US POSTAL SERVICE MAIL) | MAY/2011 |
|------|------------------------|---|----------|

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

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

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

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

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

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

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

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

[End of Provision]

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|--------------------|---|---------|---------------|
|                    | PIIN/SIIN W56HZV-13-R-0500                | MOD/AMD |               |

**Name of Offeror or Contractor:**

L-17            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-18            DA, 52.215-5111            ABILITY ONE SUBCONTRACTING CREDIT            APR/2010

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

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

c. For additional information on AbilityOnes'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-19            52.233-4001            HQ-AMC LEVEL PROTEST PROCEDURES            OCT/2013  
Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

[End of Provision]

L-20            52.245-4002            ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING            MAR/1996  
(TACOM)

(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

**Name of Offeror or Contractor:**

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]

L-21 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM  
(TACOM)

MAY/2005

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2008 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2008 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2008 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2008(untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

**CONTINUATION SHEET**

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**MOD/AMD**

**Name of Offeror or Contractor:**

**Name of Offeror or Contractor:**SECTION M - EVALUATION FACTORS FOR AWARD  
MINIMUM QUANTITY AND DELIVERY ORDER COMPETITION

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

Up to two (2) base contract awards will be made to satisfy the minimum required quantity. In the event of multiple-awards, evaluation will be based upon lowest price, and the original base award will be split 50/50 between the two winning offerors. For each subsequent delivery order, awardees of the base contract will be provided a fair opportunity (see clause 52.216-4722 - Ordering for Multiple Awards) to be considered for each order. The contractors proposed pricing, for each additional delivery order, will then be evaluated. Subsequent delivery orders shall be competed in accordance with clause 52.216-4722, Ordering for Multiple Awards". If 2 base contract awards are made, the total ordered, between the 2 contracts, will not exceed the quantity of 910 EA. Award(s) resulting from this solicitation will be made without discussions.

Offerors are advised that price will be competed on individual delivery orders, regardless of the prices offered in conjunction with the original contract award. Offerors are encouraged and expected to further compete price for additional quantities on further orders. In no case will a delivery order be awarded at a higher price than imposed by the basic contract.

Delivery order competitions will be formal. All offerors will be required to submit signed offers prior to award of the order. Unsuccessful offerors on individual orders may request a de-briefing from the contracting officer and each delivery order is protestable under FAR Subpart 33. Not all prospective Contractors are entitled to an award on each of the Governments delivery order requirements.

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

|     | <u>Regulatory Cite</u>            | <u>Title</u>  | <u>Date</u> |
|-----|-----------------------------------|---|-------------|
| M-1 | 52.247-47                         | EVALUATION--F.O.B. ORIGIN   | JUN/2003    |
| M-2 | 52.209-4006<br>ALT III<br>(TACOM) | EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT ) | FEB/1998    |

(a) CAUTION: Offeror is cautioned to enter prices for first article items and for production items that reflect a fair apportionment of total contract costs, based upon the value to be received for those items by the Government. As the Government, we reserve the right to determine an offer nonresponsive if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

(b) REQUESTING WAIVERS OF FIRST ARTICLE APPROVAL: If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process. Note that where First Article Testing is not waived, such testing normally will be enforced once during the term of this contract, in support of the first delivery order issued hereunder. However, the Government reserves the right to require additional first article testing if the Contractor (i) changes or moves the production facility at which the contract item is manufactured, or (ii) submits a significant configuration change in the form of a Request for Deviation or Request for Waiver (RFD/RFW) during or after performance on the first delivery order issued hereunder.

(c) DELIVERY:

(1) As specified in this solicitation, we reserve the right to waive the requirement entitled FIRST ARTICLE APPROVAL. In the event that such a waiver is granted, we will require a delivery schedule for the first delivery order to be computed without adding any of the lead time that would be added if first article approval were required. (The delivery schedules for delivery orders subsequent to the first order will be as specified in the orders themselves, or as specified in Section 2 or 4 herein, regardless of whether First Article Testing is waived.) However, in no case will a delivery schedule for the first delivery order which is predicated upon waiver of the First Article Test requirement be considered as an evaluation factor for award, even if such a schedule would be more advantageous to the Government with respect to such first delivery order.

(2) If an offeror requests waiver of First Article Testing but takes exception to the resulting delivery schedule for the first delivery order as described above, the requested waiver will not be granted. In consequence, any award to that offeror shall include all First Article Approval requirements, and the delivery schedule for the first delivery order shall include the appropriate first article lead times.

(d) PRICE EVALUATION FACTORS: As specified in this solicitation, we reserve the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and request a separate price for the proposed First Article Test items (at Section B, CLIN 0002) from offerors who

|                           |   |                      |
|---------------------------|---|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-13-R-0500<br><b>MOD/AMD</b> | <b>Page 78 of 79</b> |
|---------------------------|---|----------------------|

**Name of Offeror or Contractor:**

seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such test items, as identified by the offeror in Section B, CLIN 0002, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternative price.

(1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Test items in Section B, CLIN 0002 of this solicitation, we will assume that the unit price for First Article Test items is the same as the unit price cited for CLINs 0011 - 0015, and that unit price will be used for evaluation purposes regardless of whether we do or do not grant the waiver.

(2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered by the offeror: the amount entered for CLIN 0002 will not be deducted by the Government.

(e) WAIVER PRICE EVALUATION FACTOR: As required by FAR 9.306(i), offers received hereunder that do not request, or that are not eligible for waiver of, the required First Article Approval will be evaluated for award by adding to them the sum of \$50,000 which represents the direct costs incurred by the Government in conducting the first article testing specified in this solicitation.

[End of Provision]

M-3            52.209-4011            CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD            APR/2011  
                  ALT I

(a) The Government may award up to two (2) contracts to the offerors that:

(1) submit 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) submit a bid or proposal that meets all the material requirements of this solicitation, and

(3) meet all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 the Government 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 the Government with the data that was asked for within 7 days from the date you received the request, or if you refuse to have the Government visit your facility, you may be determined non-responsible.

(d) If the Government visits your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available to the Government Team for review.

Parcel Post information for this action is listed below:

DDSP New Cumberland Facility  
2001 Normandy Drive, Door 113 to 134  
New Cumberland, PA 17070-5002

[End of Provision]

M-4            52.247-4457            EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS            MAR/2006  
                  (TACOM)

We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 910 EA, excluding any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (c) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excluding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

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MOD/AMD

**Name of Offeror or Contractor:**

100% TO DDSP New Cumberland Facility (AN5)

[End of Provision]

M-5 52.216-4006 METHOD OF PRICE EVALUATION  
(TACOM)

NOV/2007

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

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

[End of Provision]

DD FORM 1423

Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.A002: D. SYSTEM/ITEM: JPADS 2KM

B. EXHIBIT: A E. CONTRACT/PR NO.: PRON S637R007EH

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER X - Logistics Support

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

- 
1. DATA ITEM NO: 0001
  2. TITLE: Item Unique Identification Marking Plan
  3. SUBTITLE: N/A
  4. AUTHORITY: MIL-STD-130 5. CONTRACT REFERENCE:
  6. REQUIRING OFFICE: AMSAT-LCS-ECL 7. DD250 REQ: N/A
  8. APP CODE: N/A 9. DIST. STATEMENT REQ: N/A
  10. FREQUENCY: 2 times (max) 11. AS OF DATE: N/A
  12. DATE OF FIRST SUBMISSION: 60 days prior to First Article Test.
  13. DATE OF SUBS: SUBMISSION: AS REQUIRED, PLEASE SEE BLOCK 16 FOR MORE DETAILS.
  14. DISTRIBUTION:

A. ADDRESSEE: FORWARD ELECTRONIC REPORTS (MS OFFICE 2007 COMPATIBLE SOFTWARE) TO STEPHEN.PEEPLES2.CIV@MAIL.MIL (COVER LETTER ONLY) AND FULL REPORTS TO: WILLIAM.C.HURT18.CIV@MAIL.MIL, MICHELLE.SULLIVAN26.CIV@MAIL.MIL, DCMA QAR (TBD).

B. COPIES: RDTA-SIE-RAM-QA, AMSTA-LCS-EAP, DCMA-QAR, SFAE-CSS-FP-F, RDNS-WPA-D

DRAFT:

FINAL:

REG REPRO: 1 EA

15. TOTAL COPIES: 5

16. REMARKS:

The Government will determine acceptance or rejection of the initial plan and notify contractor within 30 days of receipt of submission. If rejected, the contractor shall return the corrected copy to the Government within 15 days of receipt of the rejection letter.

The IUID plan will show how the contractor will execute the completion of the Item IUID requirements set forth by the current Department of Defense Standard Practice Identification Marking of U.S. Military Property MIL-STD-130N.

The plan must include, at a minimum, all data identified within the IUID Appendix. A sample IUID mark with Machine Readable Information (MRI) will be submitted a part of the marking plan to the Government for validation prior to contractor implementation.

Submittal shall be an electronic copy in MS Word or equivalent.

Subsequent submittals shall include a letter of transmittal and clearly mark changes made from the previous submission.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

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G. PREPARED BY: MICHELLE SULLIVAN

H: DATE: 18 DECEMBER 2013

I: APPROVED BY: MICHELLE SULLIVAN

J: DATE: 18 DECEMBER 2013

PAGE 1 OF 1

DD FORM 1423

Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.A003: D. SYSTEM/ITEM: JPADS 2K-M

B. EXHIBIT: B E. CONTRACT/PR NO.: PRON S637R007EH

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER X - Logistics Support

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

1. DATA ITEM NO: 0001

2. TITLE: Item Unique Identification Validation Report

3. SUBTITLE: N/A

4. AUTHORITY: MIL-STD-130 5. CONTRACT REFERENCE:

6. REQUIRING OFFICE: AMSAT-LCS-ECL 7. DD250 REQ: N/A

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

10. FREQUENCY: 2 times (max) 11. AS OF DATE: N/A

12. DATE OF FIRST SUBMISSION: 30 days upon completion of First Article Test.

13. DATE OF SUBS. SUBMISSION: AS REQUIRED, PLEASE SEE BLOCK 16 FOR ADDITIONAL DETAILS.

14. DISTRIBUTION:

A. ADDRESSEE: FORWARD ELECTRONIC REPORTS (MS OFFICE 2007 COMPATIBLE SOFTWARE) TO STEPHEN.PEPPLES2.CIV@MAIL.MIL (COVER LETTER ONLY) AND FULL REPORTS TO: WILLIAM.C.HURT18.CIV@MAIL.MIL, MICHELLE.SULLIVAN26.CIV@MAIL.MIL, DCMA QAR (TBD).

B. COPIES: RDTA-SIE-RAM-QA, AMSTA-LCS-EAP, DCMA-QAR, SFAE-CSS-FP-F, RDNS-WPA-D

DRAFT:

FINAL:

REG REPRO: 1 EA

15. TOTAL COPIES: 5

16. REMARKS:

The Government will determine acceptance or rejection of the validation report plan and notify the contractor within 30 days of receipt of submission. If rejected, the contractor shall return the corrected copy to the Government within 15 days of receipt of the rejection letter.

The IUID validation report will show how the contractor executed the completion of the item IUID requirements set forth by the current Department of Defense Standard Practice Identification Marking of U.S. Military Property MIL-STD-130 (currently MIL-STD-130N 17 DEC 2007).

The validation report, will also show how the contractor completed IUID marking in accordance with the approved IUID plan and all data identified in the IUID Appendix. The validation report will include picture(s) of the IUID mark(s) and validation that the marks were entered into the DoD IUID Registry.

Submittal shall be an electronic copy in MS Word or equivalent. A picture of the completed IUID mark shall be taken and submitted with the Validation Report.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

G. PREPARED BY: MICHELLE SULLIVAN

H: DATE: 18 DECEMBER 2013

I: APPROVED BY: MICHELLE SULLIVAN

J: DATE: 18 DECEMBER 2013

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DD FORM 1423

Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.A001: D. SYSTEM/ITEM: JPADS 2K

B. EXHIBIT: C E. CONTRACT/PR NO.: PRON S637R007EH

C. CATEGORY:

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

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

1. DATA ITEM NO: 0001

2. TITLE: TEST/INSPECTION REPORT

3. SUBTITLE: FIRST ARTICLE TEST REPORT

4. AUTHORITY: DI-NDTI-80809B(T) 5. CONTRACT REFERENCE: E.2

6. REQUIRING OFFICE: AMSAT-LCS-EAP 7. DD250 REQ: LT

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

10. FREQUENCY: As required. 11. AS OF DATE: N/A

12. DATE OF FIRST SUBMISSION: 30 CALENDAR DAYS AFTER COMPLETION OF THE FIRST ARTICLE TEST (FAT).

13. DATE OF SUBS. SUBMISSION: AS REQUIRED, PLEASE SEE BLOCK 16 FOR ADDITIONAL DETAILS.

14. DISTRIBUTION:

A. ADDRESSEE: FORWARD ELECTRONIC REPORTS (MS OFFICE 2007 COMPATIBLE SOFTWARE) TO STEPHEN.PEPPLES2.CIV@MAIL.MIL (COVER LETTER ONLY) AND FULL REPORTS TO: WILLIAM.C.HURT18.CIV@MAIL.MIL MICHELLE.SULLIVAN26.CIV@MAIL.MIL DCMA QAR (TBD)

B. COPIES: RDTA-SIE-RAM-QA, AMSTA-LCS-EAP, DCMA-QAR

DRAFT:

FINAL:

REG REPRO: 1 EA

15. TOTAL COPIES: 3

16. REMARKS:

TAILORING: DELETE 10.2 OF DI-NDTI-80809B IN ITS ENTIRETY, EXCEPT FOR THE FOLLOWING PARAGRAPHS: 10.2.1G, 10.2.2.3.2e, 10.2.6.4.2d AND 10.2.6.5c.

FAT REPORT IS TO BE SUBMITTED PER THE REQUIREMENTS OF THE DI-NDTI-80809B(T). GOVERNMENT WILL REVIEW WITHIN 30 DAYS AFTER RECEIPT. FINAL SUBMISSION IS DUE 15 CALENDAR DAYS AFTER GOVERNMENT REVIEW. GOVERNMENT APPROVAL WILL OCCUR WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF THE FINAL REPORT.

17. PRICE GROUP: N/A

18. ESTIMATED TOTAL PRICE: N/A

G. PREPARED BY: WILLIAM C. HURT

H: DATE: 4 SEPTEMBER 2013

I: APPROVED BY: WILLIAM C. HURT

J: DATE: 4 SEPTEMBER 2013

PAGE 1 OF 1

Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. A004: D. SYSTEM/ITEM: JPADS 2K-M

B. EXHIBIT: D E. CONTRACT/PR NO.: PRON S637R007EH

C. CATEGORY:

TDP \_\_\_\_ TM \_\_\_\_ OTHER X - Technical Report

F. CONTRACTOR: XXXXXXXXXXXXXXXXXXXXX

- 
1. DATA ITEM NO: 0001
  2. TITLE: PRODUCTION LOT INSPECTION REQUIREMENT
  3. SUBTITLE: PRODUCTION LOT TEST(PLT) REPORT
  4. AUTHORITY: SAE AS9102 5. CONTRACT REFERENCE: C-4.2.3.4
  6. REQUIRING OFFICE: AMSAT-LCS-EAP 7. DD250 REQ: SD
  8. APP CODE: A 9. DIST. STATEMENT REQ: A
  10. FREQUENCY: AS REQUIRED. 11. AS OF DATE: AS REQUIRED.
  12. DATE OF FIRST SUBMISSION: 30 DAYS OF COMPLETION OF PRODUCTION LOT TESTING (PLT).
  13. DATE OF SUBS. SUBMISSION: AS REQUIRED, PLEASE SEE BLOCK 16 FOR ADDITIONAL DETAILS.
  14. DISTRIBUTION:
    - A. ADDRESSEE: FORWARD ELECTRONIC REPORTS (MS OFFICE 2007 COMPATIBLE SOFTWARE) TO THE ENGINEERING SUPPORT ACTIVITY POC STEVEN.A.MANOS.CIV@MAIL.MIL, AS WELL AS WILLIAM.C.HURT18.CIV@MAIL.MIL, AND MICHELLE.SULLIVAN26.CIV@MAIL.MIL DCMA QAR (TBD)
    - B. COPIES: AMSTA-LCS-EAP, RDNS-WPA-D, DCMA QAR, CTA-HBA-N (PCO), ADEST,
- DRAFT:  
FINAL:  
REG REPRO: 1 EA  
15. TOTAL COPIES: 5  
16. REMARKS:

Government will review within 30 days after receipt. Final submission is due 15 calendar days after Government review. Government approval will occur within 10 calendar days after receipt of the final report.

Air Permeability test data shall be provided electronically in accordance with MIL-DTL-7620, paragraph 3.4 and 4.5. in Microsoft Excel format to the Government Engineering Support Activity (ESA) 30 days prior to inspection lot testing.

Raw data worksheets shall be made available, at the Government's request. Air Permeability test report shall include prime contractor lot number; serial number; individual and averaged readings; and the make, model, and calibration date of the air permeability machine used.

If a canopy was reworked due to failing air permeability, this data shall also be provided for canopies both before and after rework.

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

G. PREPARED BY: MICHELLE SULLIVAN  
H: DATE: 18 DECEMBER 2013  
I: APPROVED BY: MICHELLE SULLIVAN  
J: DATE: 18 DECEMBER 2013

Use and Non-Disclosure Agreement  
For Government Technical Data

The undersigned, \_\_\_\_\_, an authorized representative of the \_\_\_\_\_, (which is hereinafter referred to as the "Recipient") requests the Government to provide the Recipient with technical data or computer software (hereinafter referred to as "Data") in which the Government's use, modification, reproduction, release, performance, display or disclosure rights are restricted. Those Data are identified in an attachment to this Agreement. In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall-

(a) Use, modify, reproduce, release, perform, display, or disclose Data marked with Government purpose rights or SBIR data rights legends only for Government purposes and shall not do so for any commercial purpose. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of the contractor whose name appears in the restrictive legend (the "Contractor"), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these Data to submit offers for, or perform, contracts with the Recipient. The Recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these Data to such persons. Such agreement must be consistent with the terms of this agreement.

(b) Use, modify, reproduce, release, perform, display, or disclose technical data marked with limited rights legends only as specified in the attachment to this Agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this Agreement or expressly permitted in writing by the Contractor. The Recipient shall promptly notify the Contractor of the execution of this Agreement and identify the Contractor's Data that has been or will be provided to the Recipient, the date and place the Data were or will be received, and the name and address of the Government office that has provided or will provide the Data.

(c) Use computer software marked with restricted rights legends only in performance of Solicitation Number \_\_\_\_\_. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share, or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend. The Recipient shall promptly notify the software licensor of the execution of this Agreement and identify the software that has been or will be provided to the Recipient, the date and place the software were or will be received, and the name and address of the Government office that has provided or will provide the software.

(d) Use, modify, reproduce, release, perform, display, or disclose Data marked with special license rights legends

(To be completed by the contracting officer. See 227.7103-7(a)(2). Omit if none of the Data requested is marked with special license rights legends).

(2) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized third parties.

(3) The Recipient agrees to accept these Data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

(4) The Recipient may enter into any agreement directly with the Contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these Data.

(5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(6) The Recipient is executing this Agreement for the benefit of the Contractor. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

(7) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 days after the date shown in paragraph (8) of this Agreement, to have all persons to whom it released the Data do so by that date, and to notify the Contractor that the Data have been destroyed.

(8) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending upon \_\_\_\_\_. The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

(9) To access TDP drawings, select the Download TDP link on the Open Solicitation Page to request authorization.

Recipient's Business Name \_\_\_\_\_

Business Cage Code\_\_\_\_\_ E-mail Address\_\_\_\_\_

By\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative

Representative's Typed Name \_\_\_\_\_

and Title \_\_\_\_\_