

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page of Pages</b> 1 87
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-14-R-0171	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2014APR21	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-AHR-A WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**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 \_\_\_\_\_ (hour) local time 2014MAY22 (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> TRISHA DEMARTINO	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> TRISHA.L.DEMARTINO@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-9452	<b>Ext.</b>

**11. Table Of Contents**

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
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X	B	Supplies or Services and Prices/Costs	5	<b>Part III - List Of Documents, Exhibits, And Other Attach.</b>			
X	C	Description/Specs./Work Statement	19	X	J	List of Attachments	60
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X	E	Inspection and Acceptance	26	X	K	Representations, Certifications, and Other Statements of Offerors	61
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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 (%)
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
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<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
Area Code   Number   Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

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

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

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 87**

PIIN/SIIN W56HZV-14-R-0171

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: TRISHA DEMARTINO  
Buyer Office Symbol/Telephone Number: CCTA-AHR-A/(586)282-9452  
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 (<https://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV14R0171](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0171)

(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 87</b>
	PIIN/SIIN W56HZV-14-R-0171	MOD/AMD

**Name of Offeror or Contractor:**

A-5            52.215-5000            PROPOSAL ADEQUACY CHECKLIST REQUIRED            MAY/2013  
(ACC)

a. Certified Cost and Pricing Data must be submitted by the offeror IAW FARS 15.403-5, including Table 15-2. You must also complete, and provide with your proposal, the "Proposal Adequacy Checklist" found in Section L (252.215-7009) of this solicitation or a Word version is available on the Contractor Forms Web Page on ProcNet at:

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

b. If you fail to fully complete the checklist, it may result in the return of your proposal and/or you will be allowed five (5) business days from the date of your notification to fully complete and submit the checklist.

[End of provision]

A-6            52.232-4087            PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)            JAN/2012

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

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

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																		
1001	INSTALLED PFCS CAPABILITY																																		
1001AA	<p><u>PALADIN FIRE CONTROL SYSTEM (PFCS) CAPABILITY</u></p> <p>COMMODITY NAME: INSTALLED PFCS CAPABILITY                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.1, C.5, C.7.1, C.7.2, C.8, and C.9.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>46</td> <td>31-MAR-2017</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>The contractor shall deliver installed PFCS capability on 46 M109A6 Paladin vehicles in accordance with the schedule in Attachment 0002 - Installation and Training Schedule.</p> <p>The final date of installations for SLIN 1001AA is 31 March 2017.</p> <p>(End of narrative F001)</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	46	31-MAR-2017				46	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	AUTHORIZED STOCKAGE LIST				
1002AA	<p>ASL SPARES _____</p> <p>COMMODITY NAME: AUTHORIZED STOCKAGE LIST                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                      DEL REL CD QUANTITY DEL DATE                      001 4 31-MAR-2017</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>The contractor shall deliver 4 EA of ASL Spares in accordance with the schedule in Attachment 0002 - Installation and Training Schedule.</p> <p>Reference C.3.2 for part numbers and description that make up 1 EA of ASL Spares.</p> <p>The final date of deliveries for SLIN 1002AA is 31 March 2017.</p> <p>(End of narrative F001)</p>	4	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	SAIP SPARE PARTS				
1003AA	<p><u>SPARES ACQUIRED IN PRODUCTION</u></p> <p>COMMODITY NAME: SAIP SPARE PARTS                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 5 31-DEC-2016</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W25G1U) SU W1BG DLA DISTRIBUTION                      DDSP NEW CUMBERLAND FACILITY                      2001 NORMANDY DRIVE DOOR 113 TO 134                      NEW CUMBERLAND,PA,17070-5002</p> <p>The contractor shall deliver 5 EA of SAIP Spares in accordance with SOW C.3.2.</p> <p>Reference C.3.2 for part numbers and description that make up 1 EA of SAIP Spares.</p> <p>The final date of deliveries for SLIN 1003AA is 31 December 2016.</p> <p>(End of narrative F001)</p>	5	EA	\$ _____	\$ _____
1004	FMNET/OPNET TRAINING				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
1004AA	<p><u>FMNET/OPNET TRAINING</u></p> <p>SERVICE REQUESTED: FMNET/OPNET TRAINING                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.7.3.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>                      <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001                                      1</td> <td>31-MAR-2017</td> </tr> </table> <p>The contractor shall conduct FMNET and OPNET training at the times and locations specified in Attachment 0002 - Installation and Training Schedule.</p> <p>The final date of FMNET and OPNET training for SLIN 1004AA is 31 March 2017.</p> <p>(End of narrative F001)</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001                                      1	31-MAR-2017	1	LO		\$ _____
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001                                      1	31-MAR-2017										
1005	PFCS CDRLS										
1005AA	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRLS)</u></p> <p>SERVICE REQUESTED: PFCS CDRLS</p> <p>Reference Section J for listing of required CDRLs and delivery dates.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____ ** NSP **						



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	<p>The contractor shall deliver installed PFCS capability on 72 M109A6 Paladin vehicles in accordance with the schedule in Attachment 0002 - Installation &amp; Training Schedule.</p> <p>The final date of installations for SLIN 2001AA is 31 July 2017.</p> <p>(End of narrative F001)</p>																																		
2002	<p>AUTHORIZED STOCKAGE LIST</p>																																		
2002AA	<p><u>ASL SPARES UNEXERCISED OPTION 1</u></p> <p>COMMODITY NAME: AUTHORIZED STOCKAGE LIST</p> <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>7</td> <td>30-SEP-2017</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC		SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	7	30-SEP-2017				7	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
	<p>The contractor shall deliver 7 EA of ASL Spares in accordance with the schedule in Attachment 0002 - Installation and Training Schedule.</p> <p>Reference C.3.2 for part numbers and description that make up 1 EA of ASL Spares.</p> <p>The final date of deliveries for SLIN 2002AA is 30 September 2017.</p> <p>(End of narrative F001)</p>																																		
2003	SAIP SPARE PARTS																																		
2003AA	<p><u>SAIP SPARES UNEXERCISED OPTION 1</u></p> <p>COMMODITY NAME: SAIP SPARE PARTS</p> <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>6</td> <td>31-JAN-2017</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W25G1U) SU W1BG DLA DISTRIBUTION                      DDSP NEW CUMBERLAND FACILITY</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	6	31-JAN-2017				6	EA	\$ _____	\$ _____
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001	6	31-JAN-2017																																	

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	<p>2001 NORMANDY DRIVE DOOR 113 TO 134                      NEW CUMBERLAND, PA, 17070-5002</p> <p>The contractor shall deliver 6 EA of SAIP Spares in accordance with SOW C.3.2.</p> <p>Reference C.3.2 for part numbers and description that make up 1 EA of SAIP Spares.</p> <p>The final date of deliveries for SLIN 2003AA is 31 January 2017.</p> <p>(End of narrative F001)</p>												
2004	FMNET/OPNET TRAINING												
2004AA	<p><u>FMNET/OPNET TRAINING UNEXERCISED OPTION 1</u></p> <p>SERVICE REQUESTED: FMNET/OPNET TRAINING</p> <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.7.3.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-SEP-2017</td> </tr> </table> <p>The contractor shall conduct FMNET and OPNET training at the times and locations specified in Attachment 0002 - Installation and Training Schedule.</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2017	1	LO	\$ _____
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	1	30-SEP-2017											





Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                      DEL REL CD QUANTITY DEL DATE                      001 2 30-SEP-2017</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>The contractor shall deliver 2 EA of ASL Spares in                      accordance with the schedule in Attachment 0002 -                      Installation and Training Schedule.</p> <p>Reference C.3.2 for part numbers and description that                      make up 1 EA of ASL Spares.</p> <p>The final date of deliveries for SLIN 3002AA is 30                      September 2017.</p> <p>(End of narrative F001)</p>				
3003	SAIP SPARE PARTS				
3003AA	<p><u>SAIP SPARES UNEXERCISED OPTION 2</u></p> <p>COMMODITY NAME: SAIP SPARE PARTS</p> <p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE                      52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE                      CONTRACT. The quantity stated for the option CLIN                      DOES NOT form a part of the basic contractual quantity.</p>	5	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.3.2.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001                      DEL REL CD QUANTITY DEL DATE                      001 5 30-SEP-2017</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W25G1U) SU W1BG DLA DISTRIBUTION                      DDSP NEW CUMBERLAND FACILITY                      2001 NORMANDY DRIVE DOOR 113 TO 134                      NEW CUMBERLAND, PA, 17070-5002</p> <p>The contractor shall deliver 5 EA of SAIP Spares in accordance with SOW C.3.2.</p> <p>Reference C.3.2 for part numbers and description that make up 1 EA of SAIP Spares.</p> <p>The final date of deliveries for SLIN 3003AA is 30 September 2017.</p> <p>(End of narrative F001)</p>				
3004	FMNET/OPNET TRAINING				
3004AA	<p><u>FMNET/OPNET TRAINING UNEXERCISED OPTION 2</u></p> <p>SERVICE REQUESTED: FMNET/OPNET TRAINING</p>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>OPTION QUANTITY, PURSUANT TO SECTION I CLAUSE 52.217-9 ENTITLED OPTION TO EXTEND THE TERM OF THE CONTRACT. The quantity stated for the option CLIN DOES NOT form a part of the basic contractual quantity.</p> <p>Reference Section C: DESCRIPTION/SPECIFICATION/WORK STATEMENT for a description of the scope of work (SOW) in C.7.3.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td style="width: 40%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>30-SEP-2017</td> </tr> </table> <p>The contractor shall conduct FMNET and OPNET training at the times and locations specified in Attachment 0002 - Installation and Training Schedule.</p> <p>The final date of FMNET and OPNET training for SLIN 2004AA is 30 September 2017.</p> <p style="text-align: center;">(End of narrative F001)</p>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	30-SEP-2017				
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	30-SEP-2017												
3005	PFCS CDRLS													
3005AA	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRLS)</u>  <u>UNEXERCISED OPTION 2</u></p> <p>SERVICE REQUESTED: PFCS CDRLS</p> <p>Reference Section J for listing of required CDRLs and delivery dates.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">DLVR SCH</td> <td style="width: 30%;">PERF COMPL</td> <td style="width: 40%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> </table>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	1	LO		\$ ** NSP **			
DLVR SCH	PERF COMPL													
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
**PIIN/SIIN** W56HZV-14-R-0171 **MOD/AMD**

**Page** 18 **of** 87

**Name of Offeror or Contractor:**

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
001	1 30-SEP-2017				

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

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PIIN/SIIN W56HZV-14-R-0171

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 45 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 5 days after the meeting is held.

[End of Clause]

C-2	52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	OCT/2013
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All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 15 calendar days after completion of training AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

C-3	52.209-4022 (TACOM)	iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 60 calendar days of contract award and within 60 calendar days of new employees commencing performance, with the results reported to the COR no later than 60 calendar days after contract award.

(End of Clause)

C-4	52.204-4020 (TACOM)	ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES	JUN/2012
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The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

**C.1 GENERAL:** This Statement of Work (SOW) is for contractor support to include all personnel, equipment, materials, and non-personal services necessary to assemble, deliver, install, and train units on an updated Paladin Fire Control System (PFCS) on fielded M109A6 Paladin vehicles.

**Name of Offeror or Contractor:**

C.1.1 Background: The need for PFCS is to replace the current obsolete fire control system to maintain interoperability of the Paladin fleet. The updated PFCS is comprised of a Paladin Digital Fire Control System Replacement (PDFCS-R) and a Dynamic Reference Unit Hybrid Replacement (DRUH-R). The DRUH-R electronically exchanges positioning data with the PDFCS-R, Vehicle Motion Sensor and external Global Positioning System (GPS) to provide accurate fire support to the field force. The PDFCS-R is an obsolescence-driven replacement to the current PDFCS used in the M109A6 Paladin that improves fire control processing, accuracy, and execution of precision-guided munitions as well as crew situational awareness. The DRUH-R is an obsolescence upgrade to the current DRUH, which is the surveying system used in the M109A6 Paladin.

C.1.2 Data Requirements: Data shall be delivered in accordance with the DD 1423 Contract Data Requirements List (CDRL) as set forth in Exhibit A.

C.1.3 Contracting Officer Representative (COR): The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the contracting officer to perform specific technical functions. The contractor will receive a copy of the COR appointment letter after delivery order award that will specify the extent of the CORs authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract.

C.2 APPLICABLE DOCUMENTS: The contractor shall acquire and/or produce the necessary components, package, deliver, and install PFCS in accordance with the applicable documents, specifications and drawings detailed below:

## C.2.1 Military Specifications:

MIL-HDBK-61A	Configuration Management Guidance
MIL-HDBK-2155	Failure Reporting Analysis and Corrective Action System
MIL-STD-130N	Identification, Markings of US Military Property
MIL-STD-2073	Standard Practice for Military Packaging
MIL-STD-882E	Department of Defense (DoD) Standard Practice - System Safety
MIL-STD-882E	Task 301 DoD Standard Practice - System Safety (Task 301)
MIL-STD-31000	DoD Standard Practice Technical Data Packages
ASME Y14.100	Standard Practice for Engineering Drawings
MIL-STD-1629	Procedures for Performing a Failure Mode, Effects and Criticality Analysis

## C.2.2 Federal Specifications:

FED-STD-313	Section 3.2	Hazardous Materials Management
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## C.2.3 Performance Specifications:

PRF13041434	PDFCS-R Performance Spec	M109FOV
PRF13041438	Paladin Digital Computer Unit Replacement (PDCU-R)	
PRF13041441	Power Conditioning Unit Replacement (PCU-R)	
FBCB2-JV5BII-0001	Performance Specification for Force XXI Battle Command Brigade and Below (FBCB2) (Applique Joint Version 5 (JV5) Block II Computer System)	
MIL-PRF-71185A	Dynamic Reference Unit Hybrid Replacement (DRUH-R)	

C.2.4 Drawings: The contractor shall use the following key drawings and any drawings referenced within the drawings to perform the effort described in this SOW. The contractor shall contact the Contracting Officers Representative (COR) if copies are required:

13041434	PDFCS-R Installation
13041435	Modification Kit, PDFCS-R
13041438	Paladin Digital Computer Unit - Replacement (PDCU-R)
13041441	Power Conditioning Unit - Replacement (PCU-R)
13041480	Back-up Power Supply (BUPS)
13041518	Processor Unit, JV5

**Name of Offeror or Contractor:**

13041520	DB20, 128 GB Solid State Hard Drive (SSHD), JV5
13041470	Display Unit (JV5)
13041436	Interconnection diagram PDFCS-R (M109A6)
12553211	Navigation Installation, Cab
13041601	Modification Kit, DRUH-R
13041452	Kit, DRUH-R with container
13041437	Kit, PDCU-R with container
13041440	Kit, PCU-R with container
13041451	Dynamic Reference Unit Hybrid Replacement (DRUH-R)
TBD	Maintenance Support Device Delta Kit (Complete Kit Part #13037356) Software Gold Drive

C.2.5 Documents: Products of Contract W56HZV-07-C-0256, WD STS-P-12-03:

C.2.5.1 PFCS Modification Work Order 9-2350-314-50-x

C.2.5.2 Updated Electronic Training Manual (ETM) 9-2350-314-13&P

C.2.5.3 Updated Interactive Electronic Training Manual (IETM) 9-2350-314-10

C.2.5.4 Operator New Equipment Training (OPNET) and Maintenance New Equipment Training (MNET) Material

C.2.5.5 1301241601 PFCS Technical Data Package (Expected completion in FY14)

C.2.6 Industry Standards:

C.2.6.1 ISO 9001: 2008 Quality Management Systems Requirements

C.2.6.2 ANSI/NCSS Z540.3 Requirements for the Calibration of Measuring and Test Equipment

C.2.7 Army Regulations:

C.2.7.1 AR 25-400-2 The Army Records Information Management System (ARIMS)

C.3 REQUIREMENTS:

C.3.1 The contractor shall provide supplies and services necessary to install and field PFCS on M109A6 Paladin vehicles in accordance with Attachment 0002 - PFCS Installation and Training Schedule. PFCS shall contain components contained in the following drawings:

C.3.1.1 10341435 Modification Kit, Paladin Digital Fire Control System - Replacement (PDFCS-R)

C.3.1.2 13041601 Modification Kit, DRUH-R

C.3.1.2.1 The contractor shall notify the Government fielding manager if a DRUH is secured with a two piece mounting plate on any vehicle during initial inspection. The Government will provide the one piece DRUH mounting plate (NSN 5340-01-399-5824) as GFM in this instance and the contractor shall mount the DRUH-R using the one piece mounting plate.

C.3.2 The contractor shall acquire and deliver the spare parts referenced in the following table to support the fielding of PFCS. The contractor shall deliver the Spares Acquisition Integrated with Production (SAIP) spare parts to New Cumberland Army Depot, DODAAC W25G1U, prior to fielding in accordance with the quantities and schedule in Attachment 0002. The contractor shall deliver the Authorized Stockage List (ASL) spare parts in accordance with the quantities and fielding locations in Attachment 0002. The contractor shall package the PFCS components in accordance with MIL-STD-2073 - Standard Practice for Military Packaging, as well as the appropriate Special Packaging Instructions (SPI) listed in Section D. The spare part components of each SAIP and ASL lot identified in Attachment 0002 are as follows:

Part Number	Rev Level	Description
13041437	-	Kit, PDCU-R with Container
13041440	-	Kit, PCU-R with Container
13041447	-	FIRE CONTROL LRM
13041448	-	PROG/DIAG LRM
13041449	-	SERVO I/O LRM
13041450	-	COMMON CARD LRM
13041452	-	DRUH-R with Container
13041471	-	O-RING, PDCU-R
13041472	-	COVER, PROTECTIVE
13041473	-	SCREW, CAP, SOCKET HEAD, PDCU-R (6 per lot)
13041570	-	LID ASSY, SPARE PDCU-R
13041568	-	SPRING, COMPRESSION (6 per lot)

**Name of Offeror or Contractor:****C.4 GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT:**

C.4.1 The Government will provide the contractor with the components specified in Attachment 0001 as Government Furnished Material (GFM) in accordance with DFARS 245.103 and PGI 245.103-72.

**C.5 PROGRAM MANAGEMENT:**

C.5.1 The contractor shall execute a Program Management System to direct and control the work effort covered by this SOW that consists of; planning, controlling and monitoring the schedule, risk and technical objectives of this SOW.

**C.5.2 Meeting Support, Schedule and Performance**

C.5.2.1 Start of Work Meeting: The contractor shall host and conduct a Start of Work Meeting within 45 days from contract award and shall provide the following; i) Meeting Agenda in accordance with CDRL A001, ii) Briefing Materials in accordance with CDRL A003 and iii) Meeting Minutes in accordance with CDRL A002. The contractor shall host the Start of Work Meeting at its facility.

C.5.2.2 Integrated Master Schedule: The contractor shall maintain, and provide monthly updates to the Government Integrated Master Schedule (IMS) in accordance with CDRL A004.

C.5.2.3 Production and Fielding Status Meetings: The contractor shall host and conduct monthly production and fielding status conference call meetings between the Government and contractor, for the contract period of performance and submit monthly Production and Fielding Status Reports in accordance with CDRL A005.

C.5.2.4 Cost Reporting: The contractor shall deliver Contract Cost Reports and Quarterly Cost Data submissions for each year of the contract to include the base year and option year in accordance with CDRL A006.

**C.6 CONFIGURATION CONTROL:** Scope for PFCS configuration control and subsequent logistics impacts is not included under this PFCS effort.

**C.7 INTEGRATED LOGISTIC SUPPORT:****C.7.1 Vehicle Retrofits:**

C.7.1.1 The contractor shall inspect and record the PDFCS and DRUH baseline prior to and following completion of all vehicle-level retrofits in order to support the installation effort. The inspection record for each vehicle shall be delivered in accordance with the Vehicle Close out Report - CDRL A021. The contractor shall conduct a technical inspection prior to start of work, removing the old hardware and installing the new hardware and software (including GFM) in accordance with the PFCS Modification Work Order (MWO) 9-2350-314-50-x developed under contract W56HZV-07-C-0256, WD STS-P-12-03. The contractor shall test and verify the installed hardware functions correctly in accordance with the MWO. The contractor shall diagnose and correct any defect or issue found at the component, system and vehicle level related to the PFCS retrofit as well as any equipment damaged during installation. The Government will support any issues associated with the Government-provided JV5 or Mounted Family of Computer Systems (MFOCS) and Government furnished software.

C.7.1.2 The contractor shall install the PDFCS-R tactical software using the Government furnished software gold drive at the latest software revision level supplied. The contractor shall package and return all hardware removed during the MWO retrofit to the unit at the installation location prior to departing the site. The contractor shall test and verify that the installed hardware functions correctly and shall perform vehicle-level acceptance testing in accordance with MWO 9-2350-314-50-x. The contractor shall diagnose and correct any nonconformance or issue found at the component, system and vehicle level related to the PFCS retrofit. The contractor shall repair or replace any item that is damaged or broken while the vehicle is in contractor custody, at no expense to the Government.

C.7.1.3 The contractor shall conduct joint inventory of all equipment with the gaining command. The contractor shall verify that the Property Book Unit Supply Enhanced (PBUSE) transaction for all class IX material and customer documentation is completed immediately after completion of the PFCS installation, while on site. The contractor shall create a tracking document to track part shortages until all work is completed under this contract in accordance with CDRL A007. The contractor shall provide hard copies of all hand receipts and a computer generated DA Form 3161 - Request for Issue or Turn In, to the Government fleet manager at each location in accordance with CDRL A008.

C.7.2 PFCS Fielding: The contractor shall field PFCS in accordance with the Attachment 0002 - PFCS Installation and Training Schedule. There shall be no more than one fielding per month.

**C.7.3 Delta Operator New Equipment Training (OPNET) and Field Maintenance New Equipment Training (FMNET):**

C.7.3.1 The contractor shall design and develop training courses/curriculum outlines, student training course guides, instruction/lesson guides and audio visual, master reproducible training courses in accordance with MIL PRF-29612, Army Regulation 350-1 and U.S. Army Training and Doctrine Command (TRADOC) Regulation 350-70, using the training support package from contract W56HZV-07C-0256, WD STS-P-12-

**Name of Offeror or Contractor:**

03. The contractor shall provide training to Instructors and Key Personnel at TRADOC, Support Unit and Ordnance School sites. The contractor shall conduct FMNET and OPNET training at the times and locations specified in Attachment 0002 PFCS Installation and Training Schedule. The contractor shall prepare both digital and paper copies of all training materials, lesson plans, Program of Instruction (POI) and presentation slides for distribution to students at each training event in accordance with CDRL A009. The contractor shall create a student record for each course which identifies names of students attending training, student score sheets if applicable, critique sheets and training after action reports. The contractor shall submit student records to the Training Manager and Unit Command in accordance with CDRL A010. The contractor shall ensure all ASL components used to support training are 100% operational upon completion of OPNET and FMNET training, which will be confirmed by the on-site Unit Command.

**C.8 SECURITY:**

C.8.1 Controlled Unclassified Information (CUI) Requirements: CUI provided to or generated pursuant to this contract shall be protected. The procedures for the protection of CUI are outlined in Attachment 0003 Additional Guidelines for CUI.

**C.8.2 Protection and Disclosure of Information - Public Release Requests:**

C.8.2.1 Except for M109A6 Paladin Program information previously approved for public release by the Government under the Program Manager Armored Brigade Combat Team (PM ABCT), the contractor shall not release any Paladin Program information regarding the work performed under this contract outside of (i) the United States Government, (ii) its own facility, (iii) its subcontractors performing Paladin work at any tier, (iv) associate contractors, at any tier, and (v) any other individual or entity that is contractually bound to protect Paladin Program information from public release without first obtaining approval for Public Release.

C.8.2.2 The contractor shall send all such requests for public-release approval to the Procuring Contracting Officer (PCO) in accordance with Clause 252.204-7000 for a review by Paladin Program technical and Security Office personnel, culminating in a determination by the PCO, or authorized representative. The PCO, or authorized representative, will, after appropriate review, either authorize or reject the request to disseminate Paladin Program information publicly. Note that authorization may be given contingent on specified changes being made to the material for which public release has been requested. Subcontractors and associate contractors shall submit such public release requests through the prime contractor.

**C.9 ENVIRONMENTAL, SAFETY, AND OCCUPATIONAL HEALTH (ESOH):**

C.9.1 The contractor shall develop, implement, and maintain an ESOH program in accordance with MIL-STD-882E. The ESOH program shall include; system safety, occupational health, environmental impact, and hazardous materials management.

C.9.2 Environmental Compliance: The contractor shall ensure that all aspects of contract execution are in compliance with applicable International, United States Federal, State, and Local environmental regulations and requirements; including activities associated with design, prototype build, test, storage, and disposal. The contractor shall immediately notify the PCO if a Government representative gives any direction that may result in a violation of law or regulation.

C.9.3 Hazardous Materials Management: The contractor shall ensure that all aspects of contract execution are in compliance with the prohibition of hazardous materials as defined by FED-STD-313, Section 3.2. Hazardous materials prohibitions shall apply to all components, parts, and materials provided under this contract, including items purchased through a subcontractor or supplier, COTS components, OEM parts, and manufactured parts. Government Furnished Material (GFM) is exempt from these requirements.

C.9.3.1 Hazardous Material Restrictions: The contractor shall ensure that all aspects of contract execution are in compliance with the prohibition of asbestos, beryllium, cadmium, Class I and Class II Ozone Depleting Substances, hexavalent chromium, lead, leaded alloys, mercury, radioactive materials, and Group 1 Agents classified as carcinogenic to humans by the International Agency for Research on Cancer (IARC). Monographs shall not be present in or on any delivered materials.

C.9.3.2 Exceptions to the Hazardous Material Restrictions: Waivers from the hazardous materials requirements shall not be permissible except where a suitable alternative does not exist. When adequate non-hazardous substitutes are not available, the contractor shall notify the Government, by delivery of a Hazardous Substance Waiver Request in accordance with CDRL A011. The Contractor shall obtain Government approval via a waiver request prior to delivering any item. Waiver requests shall include detailed technical justification for the use of the prohibited hazardous material. The Government will make the final determination on whether sufficient justification has been provided to support approval of any waiver requests. The Government will consider waivers on a case by case basis.

**C.9.3.3 No waiver request is required for the following:**

Cadmium on electrical connectors and back shells used to mate ONLY with Government Furnished Equipment (GFE) with cadmium electrical connectors;

Non-chromate Chemical Agent Resistant Coating (CARC) primers and topcoats;

Lead-acid batteries;

Lead solder;

Lead in engine bearings;

Steel containing up to 0.35% lead by weight;

**Name of Offeror or Contractor:**

Aluminum containing up to 0.4% lead by weight;  
Copper and Brass alloys containing up to 4% lead by weight;  
Beryllium and Beryllium alloys used in electrical components; and  
Mercury containing components compliant with European Union (EU) Directive 2002/95/EC (RoHS)

C.9.4: Reserved

C.9.4.1: Reserved

C.9.4.2: Reserved

C.9.4.3: Reserved

C.9.4.4: Reserved

C.9.5 Critical Safety Program: The Critical Safety Program described herein is applicable to new items designed under this contract and to non-development items.

C.9.5.1 Critical Safety Program Definitions

C.9.5.1.1 Critical Safety Items (CSI): A part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in a probable occurrence of an unsafe condition. Unsafe conditions include conditions which would cause loss or damage to the end item or major component or loss of control or serious injury to personnel. Unsafe conditions relate to hazard severity categories I A-D, II A-C and III A-B of the risk acceptance level definitions in accordance with MIL-STD-882E.

C.9.5.1.2 Critical Safety Characteristics (CSC): Features (i.e., tolerance, finish, material composition, manufacturing, assembly, or inspection process) of product, material, or process, which, if nonconforming or missing, would cause the failure or malfunction of the critical safety item.

C.9.5.2 Identification of Critical Safety items: The contractor shall clearly identify each CSI and assembly process as such on the engineering top drawing, part drawing, or assembly drawing. The contractor shall also clearly identify the CSC(s) for each CSI as such on the engineering parts, engineering top drawings, part drawings, assembly drawings, or process documentation. The contractor shall ensure that all designated or identified CSCs have an associated control method. The control method shall be either a Statistical Process Control (SPC) with a Process Capability Index (Cpk) greater than or equal to 1.66, or 100% inspection. The contractor shall annotate the control method in the notes for all designated or identified CSCs. The specific method for marking drawings shall be as delineated in MIL-STD-31000 and ASME Y14.100.

C.9.5.3 Critical Safety Items Data Sources: The contractor shall validate the CSI requirements expressed herein to ensure all critical safety aspects of the design are accurately depicted on deliverable drawings and parts or materials operate well below fatigue limits or stress levels. The contractor shall ensure that the Government can verify these requirements without the use of destructive inspection equipment. The contractor's validation shall be based on engineering analysis of the CSI characteristics and shall consider design changes, and deterioration through time from use, fatigue life, and operating conditions. Identification of CSIs shall be based on the following data sources:

Use of engineering analysis and judgment;  
Failure Modes and Effects, Criticality Analysis (FMECA) (MIL-STD-1629);  
Safety Assessment and Safety Hazard Analysis (MIL-STD-882E);  
Development Testing and Operational Testing results;  
Reliability Availability Maintainability (RAM) engineering assessments;  
Previous experience using like items or designs;  
Logistics support analysis (LSA) data;  
Component qualification test results

C.9.5.4 Critical Safety Item, Characteristic, and Critical Defect Report: A Critical Safety Item, Characteristic and Critical Defect Report shall be developed and delivered to the Government in accordance with CDRL A016. The contractor shall maintain and update the Critical Safety Item, Characteristic and Critical Defect Report throughout the life of the contract. The contractor shall also reference the CSIs on the vehicle class and division drawing. This list shall be dynamic in nature with changes taking place as experience and knowledge are obtained and design changes are incorporated into the system.

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

**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

D.1 Preservation, Packing and Marking: The contractor shall provide all labor, supervision, tools, equipment, technical assistance, and materials to complete the component spare part packaging and preparation for shipping.

D.2 Hazardous Materials: Packaging and marking for hazardous material shall be in accordance with MIL-STD-2073-1D, Standard Practice for Military Packaging.

D.3 Packaging Requirements: The contractor shall acquire and deliver the spare parts referenced in Section B to support the fielding of PFCS. The contractor shall package the PFCS components in accordance with MIL-STD-2073-1D, as well as the appropriate Special Packaging Instructions (SPI) listed below:

Part Number	Description	SPI Doc #
13041437	Kit, PDCU-R with Container	AM13041437
13041440	Kit, PCU-R with Container	AM13041440
13041447	FIRE CONTROL LRM	AM13041447
13041448	PROG/DIAG LRM	AM13041448
13041449	SERVO I/O LRM	AM13041449
13041450	COMMON CARD LRM	AM13041450
13041452	DRUH-R with Container	AM13041452
13041471	O-RING, PDCU-R	AM13041471
13041472	COVER, PROTECTIVE	AM13041472
13041473	SCREW, CAP, SOCKET HEAD, PDCU-R (6 per lot)	AM13041473
13041570	LID ASSY, SPARE PDCU-R	AM13041474

D.3.1 Packaging Design: PFCS components shall be preserved and packaged in accordance with MIL-STD-2073-1D to Military Level A Requirements. Packaging design shall provide physical and mechanical protection to tolerate multiple handling, shipment by any mode, placement into outdoor storage for a period of up to one year and suitable for redistribution without additional repackaging.

D.3.1.1 PFCS components shall be protected from dirt and other contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and water vapor proof barriers. Components requiring protection from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment. PFCS components shall be arranged to allow components to be removed from the container in installation sequence. Folded items shall be in a sealed bag to prevent moisture from entering the creases. PFCS contents shall be consolidated into a wooden box or equivalent container as in D.3.1.

D.3.1.2 A hard copy of the installation instructions shall be included in the container and the instructions shall be packaged in a sealed waterproof bag.

D.4 Marking: All material shipped into the military distribution system shall be marked in accordance with MIL-STD-129 Revision P (3), dated 29 Oct 2004, including bar coding. The contractor is responsible for application of special markings including, shelf-Life, hazardous material, structural, and special handling markings. The marking of pilferable and sensitive materiel shall not identify the contents of the container. In this instance, the shipping documents shall be placed inside the container rather than on the outside in accordance with MIL-STD-129 Revision P (3) Par. 5.3.3b.

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

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000

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

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

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

[End of Clause]

E-5	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
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(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

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

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

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-6	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995
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Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

E-7	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT:

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**Name of Offeror or Contractor:**

(Name)

(CAGE)

(Address)

(City)

(State) Zip)

## ACCEPTANCE POINT:

(Name)

(CAGE)

(Address)

(City)

(State) (Zip)

[End of Clause]

E.1 Quality: The contractor shall develop, implement, and maintain a quality control system that ensures all supplies, services and final products provided under this contract conform to contractual requirements. The contractor shall maintain the quality system and present to the Government upon request. The contractor and suppliers shall, at a minimum, meet ASME/ISO/ASQ Q9001-2008 or equivalent quality system requirements. The contractor shall provide documentation to the Government upon request. Third party certification shall be offered as evidence of compliance with the standards.

E.2 First Article Test (FAT): FAT approval is being done under contract W56HZV-07-C-0256, WD STS-P-12-03.

E.3: Reserved

E.4 Acceptance Test Plans and Procedures: The contractor shall perform and maintain the Acceptance Test Plan and Procedures (ATP) for each component of the PFCS in accordance with the drawings listed in Section C.2.4 and the performance requirements section of the verification matrix as follows:

Paladin Digital Computer Unit Replacement (PDCU-R) in accordance with PRF13041438;  
Power Conditioning Unit Replacement (PCU-R) in accordance with PRF13041441;  
Back Up Power Supply (BUPS) IAW PDFCS-R perf spec, 13041434; and  
Dynamic Reference Unit Hybrid Replacement (DRUH-R) in accordance with MIL-PRF-71185A.

The contractor shall document all Special Inspection Equipment used as part of the ATP in accordance with CDRL A018.

E.5 Failure Reporting, Analysis, and Corrective Action System (FRACAS): The contractor shall manage the issue resolution process related to the production, installation, and performance of the PFCS in accordance with MIL-HDBK-2155. The contractor shall track issue status and identify any failures and resolution actions at the monthly production status meetings as referenced in C.5.2.2. The contractor shall present how its existing FRACAS plan will be applied to this work effort at the Start of Work meeting referenced in C.5.2.1.

E.6 Failure Analysis and Corrective Action Report (FACAR): If any assembly, component, test specimen, or the system fails to comply with any applicable requirements at either the contractor or Government facility, the contractor shall document the failure, perform root cause analysis, implement corrective actions and generate a FACAR report in accordance with CDRL A019. A FACAR is required for all failures involving any and all PFCS components. Any design issues resulting from FACAR analysis will be reviewed by the Government and if approved, will be procured under a separate Work Directive following the completion of the TDP and MWO being produced under contract W56HZV-07-C-0256, WD STS-P-12-03.

## E.7 Acceptance Terms

E.7.1 Hardware level Spare Parts: The contractor shall maintain and perform the Acceptance Test Plan and Procedures (ATP) for the PDCU-R, PCU-R, BUPS, and DRUH-R in accordance with the performance requirements section of the verification matrix of the PDCU-R, PCU-R, and DRUH-R Performance Specifications detailed in Section E.4 above, and in accordance with component drawings. The contractor shall maintain Acceptance Test Report (ATP) records for the acceptance of the PFCS spare parts at origin, based on the hardware level ATPs. The cognizant Defense Contract Management Agency (DCMA) office will inspect the spare parts at origin at the location specified in clause 52.246-4028 and provide Wide Area Workflow (WAWF) acceptance.

E.7.2 Government Furnished Material: The contractor shall conduct a count and condition inspection of all GFM within ten working days of receipt. The inspection shall occur at the packaging level; if there is any indication or reason to suspect internal damage or shortage, the package will be sent to Receiving Inspection for further inspection/investigation. The contractor shall make all inspection data available to DCMA for verification purposes. The contractor shall report any defective GFM to the DCMA Quality Assurance Representative (QAR) within five working days of inspection by submitting its internal documentation (e.g., Non Conformance Report (NCR)) to the DCMA Quality Assurance Representative (QAR). Upon DCMA concurrence with the defect, the contractor shall generate a Product Quality Deficiency Report (PQDR) in accordance with CDRL A020.

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E.7.3 Vehicle Level: The contractor shall develop and perform a vehicle level check to test and verify hardware function in the vehicle in accordance with the PFCS MWO, 9-2350-314-50-x. The contractor shall submit a Vehicle Close out Report in accordance with CDRL A021, which verifies the completion of the installation of PFCS at destination and verifies a successful vehicle level check. Upon on-site Unit Command confirmation of complete installation of PFCS and successful vehicle level check, the COR will provide confirmation of inspection to the ACO for WAWF acceptance.

E.7.4 Material and Subcomponent Certification: The contractor shall certify that all materials and subcomponents provided in support of this effort comply with the specifications and applicable drawings detailed in Section C.2.4. The contractor shall maintain material certifications for all material used in the manufacture of deliverable items for this contract. In addition, the Contracting Officer and the Contracting Officer Representative (COR) shall have the right to review material certifications.

E.7.5 Government Right to Witness Testing: The Government reserves the right to witness any and all testing under this contract. The contractor shall provide notification to and receive concurrence from the Government COR at least 30 calendar days prior to testing. The contractor shall retain the ATP results throughout the life of this contract and dispose of the ATP results at the end of the period of performance of this contract IAW Army Regulation 25-400-2.

E.7.6 Inspection and Acceptance of Services: The Government will inspect and accept services at destination. The contractor shall submit a WAWF Invoice 2-in-1 document for payment upon completion of each service effort. The COR will be responsible for the inspection of services in accordance with the Performance Standards set forth below. Once the COR completes their inspection of services, the WAWF document will flow to DCMA for final Administrative Contracting Officer (ACO) acceptance.

Contract Task: C.5.2.1 (CDRL A001)

Task Name: Meeting Agenda

Performance Standard: Draft agenda shall be delivered no later than 14 calendar days prior to the Start of Work Meeting.

Acceptable Quality Level: 100% accuracy with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.5.2.1 (CDRL A002)

Task Name: Meeting Minutes

Performance Standard: Draft minutes shall be delivered no later than five working days after Start of Work Meeting.

Acceptable Quality Level: 100% accuracy with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.5.2.1 (CDRL A003)

Task Name: Briefing Materials

Performance Standard: Briefing materials shall be delivered 5 days after each meeting.

Acceptable Quality Level: 100% accuracy and complete.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.5.2.2 (CDRL A004)

Task Name: Integrated Master Schedule (IMS) Updates

Performance Standard: Initial IMS to be delivered no later than 3 working days after the Start of Work Meeting and the monthly Production and Fielding Status Meetings.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

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Contract Task: C.5.2.3 (CDRL A005)

Task Name: Production and Fielding Status Report

Performance Standard: Monthly submissions shall be delivered no later than 15 calendar days after the end of each month.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.5.2.4 (CDRL A006)

Task Name: Cost Reporting

Performance Standard: Contractor Cost Report to be delivered no later than 60 days after the final retrofit/training event for each Base and Option year.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.7.1.3 (CDRL A007)

Task Name: Tracking Document

Performance Standard: Tracking document to be delivered no later than 1 day after completion of the PFCS installation at each location.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: Random Sampling.

Contract Task: C.7.1.3 (CDRL A008)

Task Name: Request for Issue or Turn-In

Performance Standard: DA Form 2061 to be delivered to the on-site Fielding Manager within 2 days of completion of the PFCS installation.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: Random Sampling.

Contract Task: C.7.3.1 (CDRL A009)

Task Name: Program of Instruction and Training Materials

Performance Standard: Training materials to be delivered to each student at the start of each training event.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.7.3.1 (CDRL A010)

Task Name: Student Training Records

Performance Standard: Student records to be delivered to the Training Manager and on-site Unit Commander no later than 10 days after the completion of training.

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Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables and confirmation from the on-site Unit Command.

Contract Task: C.9.3.2 (CDRL A011)

Task Name: Hazardous Substance Waiver Request

Performance Standard: Requests for waivers shall be delivered no later than 5 days after the need for a waiver has been determined.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.9.5.4 (CDRL A016)

Task Name: Critical Safety Item Report

Performance Standard: Critical Safety Item Report shall be delivered no later than 30 days after the identification of a Critical Safety Item.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: E.4 (CDRL A018)

Task Name: Special Inspection Equipment List

Performance Standard: Designs shall be delivered of all inspection and test equipment used to perform examination and testing in accordance with the Acceptance Test Procedures.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: E.6 (CDRL A019)

Task Name: Failure Analysis and Corrective Action Reports (FACAR)

Performance Standard: Preliminary FACARs shall be submitted within 7 days of failure.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: E.6 (CDRL A019)

Task Name: Failure Analysis and Corrective Action Reports (FACAR)

Performance Standard: Final FACARs shall be submitted within 30 days of failure.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables.

Contract Task: C.7.1.1 (CDRL A021)

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Task Name: Vehicle Close Out Report

Performance Standard: Vehicle Close Out Report shall be delivered at the close out of each unit fielding.

Acceptable Quality Level: 100% accuracy and completeness with one correction/rewrite.

Surveillance Method and Assessment: 100% inspection of deliverables and confirmation with the on-site Unit Command.

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

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-6	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](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 Government's unit acquisition cost is \$5,000 or more.

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

See Attachment 0004

See Attachment 0004

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

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

See Attachment 0004

See Attachment 0004

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(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number -5-.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number -6-.

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

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

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

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

\*\* Once per item.



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764538/	W67G23	Transportation Officer	Transportation Officer	Transportation Officer
764535		Tooele Army Depot, Warner, UT	Tooele Army Depot, Tooele, UT	Tooele Army Depot, Tooele, UT 84074-5003

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

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

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

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

-1-

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

-2-

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	-3-
Issue By DoDAAC	-4-
Admin DoDAAC	-5-
Inspect By DoDAAC	-6-
Ship To Code	-7-
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-11-
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

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

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

-16-

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

-17-

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

(End of clause)

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

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

[End of Clause]

G-3            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]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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## SECTION I - CONTRACT CLAUSES

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I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	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	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-15	52.210-1	MARKET RESEARCH	APR/2011
I-16	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-21	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-22	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-23	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-26	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-28	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-36	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-37	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-46	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-47	52.232-1	PAYMENTS	APR/1984
I-48	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-49	52.232-11	EXTRAS	APR/1984
I-50	52.232-17	INTEREST	OCT/2010
I-51	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-52	52.232-25	PROMPT PAYMENT	JUL/2013
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-54	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-55	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-56	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991

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I-57	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-58	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-59	52.242-13	BANKRUPTCY	JUL/1995
I-60	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-61	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-62	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-63	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-64	52.245-9	USE AND CHARGES	APR/2012
I-65	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-66	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-67	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-68	52.248-1	VALUE ENGINEERING	OCT/2010
I-69	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-70	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-72	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-73	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-74	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-75	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-76	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-77	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-78	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-79	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-80	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-81	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-82	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-83	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-84	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-85	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-86	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-87	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-88	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-89	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-90	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-91	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-92	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-93	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-94	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-95	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-96	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-97	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-98	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-99	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-100	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-101	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-102	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-103	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-104	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-105	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-106	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-107	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-108	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-109	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-110	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-111	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012

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I-112	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-113	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
I-114	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-115	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-116	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-117	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-118	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-119	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-120	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-121	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-122	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-123	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-124	252.246-7001	WARRANTY OF DATA	DEC/1991
I-125	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-126	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-127	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor before option expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

Option 1 Expiration Date: \_\_\_\_\_

Option 2 Expiration Date: \_\_\_\_\_

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 November 2017.

(End of Clause)

I-128	252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER(S)	DEC/2012
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(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

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

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

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

N/A

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-129	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
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(a) Definitions. As used in this clause--

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

"Full cooperation"--

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall--

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

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

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

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

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

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

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award

**Name of Offeror or Contractor:**

schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

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

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

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

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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(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-130

52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-131

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,

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patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

I-132 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) AUG/2013  
2013-00014)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) A statement of--

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

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

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

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

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

(vi) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will--

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

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

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plan;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name,

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address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

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

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

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

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

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

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

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

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

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**Name of Offeror or Contractor:**

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

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

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

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

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

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

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

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

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

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

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

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

(ii) Reports submitted under a commercial plan--

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

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

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

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

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End

**Name of Offeror or Contractor:**

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

(End of clause)

I-133

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.

(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)

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I-134 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-135 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.

(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.



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FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protege firms which are qualified organizations employing the severely disabled; and
- (2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.

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

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

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

(End of clause)

I-139            252.223-7001            HAZARD WARNING LABELS            DEC/1991

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

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

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

**Name of Offeror or Contractor:**

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)	ACT

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

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

(End of clause)

I-140      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005

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

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

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

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

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

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

[End of Clause]

I-141      52.219-4070      PILOT MENTOR-PROTEGE PROGRAM      APR/2006

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

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/)

or

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<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	PFCS CDRLS A001-A021	04-MAR-2014	033	
Attachment 0001	GFM	04-APR-2014	001	EMAIL
Attachment 0002	INSTALLATION AND TRAINING SCHEDULE	15-APR-2014	001	EMAIL
Attachment 0003	ADDITIONAL GUIDELINES FOR CONTROLLED UNCLASSIFIED INFORMATION	28-FEB-2013	002	EMAIL
Attachment 0004	ITEM UNIQUE IDENTIFICATION AND VALUATION (IUID) ITEMS	21-MAR-2014	001	EMAIL

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-8	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-9	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1,000 employees.

(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.

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

(vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

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

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

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

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

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

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

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

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

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

(xvi) 52.225-2, Buy American 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 \$79,507, the provision with its Alternate II applies.

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

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

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

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

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

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

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

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

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

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

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

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

(End of provision)

K-10 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAY/2013  
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

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

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country,

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and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

(v) 252.229-7012, 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 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)

**Name of Offeror or Contractor:**

K-11            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.

(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-12            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 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-13            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).

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**Name of Offeror or Contractor:**

(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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in 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-14

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.

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

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

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

(2) Outside the United States.

(End of provision)

K-15            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: \_\_\_\_\_

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

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

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

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

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

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further 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-16      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

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practice will be used; and

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

(End of Provision)

K-17            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-18            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-19            252.209-7999            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            JAN/2012  
                   (DEV 2012-            LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION  
                   00004)                2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

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

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of the Government.

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

(b) The Offeror represents that--

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

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

(End of provision)

K-20            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
(TACOM)

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

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

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

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

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

[End of Provision]

K-21            52.215-4010            AUTHORIZED NEGOTIATORS            MAR/2013  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

**PERSONS AUTHORIZED TO NEGOTIATE**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

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

[End of Provision]



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[ ] is not

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

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

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

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

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

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

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

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

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

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-4	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-7	252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] 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-9	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-10	52.233-2	SERVICE OF PROTEST	SEP/2006
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(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-11	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by

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submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-12            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            JAN/2006  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-13            52.215-20            REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN            OCT/2010  
CERTIFIED COST OR PRICING DATA

(a) Exceptions from certified cost or pricing data.

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

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

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

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

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

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

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

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

**Name of Offeror or Contractor:**

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

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

(End of Provision)

L-14            52.252-1            SOLICITATION PROVISIONS INCORPORATED BY REFERENCE            FEB/1998

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

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

L-15            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-16            252.215-7009      PROPOSAL ADEQUACY CHECKLIST            JAN/2014  
252.215-7009 Proposal Adequacy Checklist.

As prescribed in 215.408(6), use the following provision:

PROPOSAL ADEQUACY CHECKLIST (MAR 2013)

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

PROPOSAL ADEQUACY CHECKLIST

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

1. FAR 15.408, Table 15-2 Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?	_____	
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## Name of Offeror or Contractor:

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

**Name of Offeror or Contractor:**

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

COST ELEMENTS

## MATERIALS AND SERVICES

- |  |   |       |
|--|---|-------|
| 14. FAR 15.408,<br>Table 15-2,<br>Section II | Does the proposal include a consolidated summary of individual material and | _____ |
|--|---|-------|

**Name of Offeror or Contractor:**

Paragraph A services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offerors consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.

## SUBCONTRACTS (Purchased materials or services)

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

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

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

**Name of Offeror or Contractor:**

the definition?  
 b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either--  
     i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or  
     ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?  
 c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?

19. Reserved

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

INTERORGANIZATIONAL TRANSFERS

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

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

DIRECT LABOR

23. FAR 15.408, Does the proposal include a \_\_\_\_\_

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Table 15-2,  
Section II  
Paragraph B

time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.

24. FAR 15.408,  
Table 15-2,  
Section II  
Paragraph B

For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?

25. FAR Subpart  
22.10

If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?

INDIRECT COSTS

26. FAR 15.408,  
Table 15-2,  
Section II  
Paragraph C

Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)

OTHER COSTS

27. FAR 15.408,  
Table 15-2,  
Section II  
Paragraph D

Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?

28. FAR 15.408,  
Table 15-2  
Section II  
Paragraph E

If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?

29. FAR 15.408,  
Table 15-2,  
Section II  
Paragraph F

When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?

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FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408, Table 15-2, Section III Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal) \_\_\_\_\_
31. FAR 15.408, Table 15-2, Section III Paragraph B If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B? \_\_\_\_\_
32. FAR 15.408, Table 15-2 Section III Paragraph C For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C? \_\_\_\_\_
- OTHER
33. FAR 16.4 If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price? \_\_\_\_\_
34. FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment? \_\_\_\_\_
35. FAR 52.232-28 If the offeror is proposing Performance-Based Payments did the offeror comply with FAR 52.232-28? \_\_\_\_\_
36. FAR 15.408(n) FAR 52.215-22 FAR 52.215-23 Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offerors indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)? \_\_\_\_\_

(End of provision)

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L-17            52.211-4047            NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL            DEC/2004  
                  (TACOM)                    (NEGOTIATED)

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

(b) Definitions:

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

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

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

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

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

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

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

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

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

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

[End of Provision]

L-18            52.211-4054            PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES            MAR/1989  
                  (TACOM)

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

L-19            52.215-4004            COST OR PRICING DATA            SEP/2010

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

(1) Has an estimated value of \$12.5 million or more, or

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

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

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

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

(2) For required subcontractor cost or pricing data:

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

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

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

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

[End of Provision]

L-20 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

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

[End of Provision]

L-21 DA, 52.215-5111 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 AbilityOne's program and products see <http://www.abilityone.gov/index.html>

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

[End of provision]

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

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR

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52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

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

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

[End of Provision]

L-23            52.233-4001            HQ-AMC LEVEL PROTEST PROCEDURES            OCT/2013

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

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

[End of Provision]

L-24            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 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.

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[End of Provision]

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## SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

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

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

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

[End of Provision]

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

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

(End of Provision)

M-4	52.245-4001 (TACOM)	EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY	MAR/1985
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(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. Contractor must provide with their proposal, the list of Government Furnished Property (GFP), the acquisition cost, age, and type of GFP.

(b) For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

**Name of Offeror or Contractor:**Monthly Rental Rates

(1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.

(2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

<u>Age of Equipment</u>	<u>Monthly Rental Rates</u>
0-2 years	3.00%
Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%
Over 6 to 10 years	1.00%
Over 10 years	0.75%

(3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:

-- Two percent (2.00%) per month for electronic test equipment and automotive equipment;

-- One percent (1.00%) per month for special tooling and for all other property and equipment.

(c) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

d() For the purposes of determining the evaluation factors set forth above, the following definitions apply:

(1) The term acquisition cost means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has enhanced the original capability of the item;

(2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).

(e) Where this solicitation provides that the property is offered for use on an as-is basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]

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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.:

B. EXHIBIT:

C. CATEGORY:

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

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: CDRL A001

2. TITLE: MEETING AGENDA

3. SUBTITLE: START OF WORK MEETING AGENDA

4. AUTHORITY: DI-ADMIN-81249A

5. CONTRACT REFERENCE: C.5.2.1

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: NO

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: SEE LINE 16

11. AS OF DATE: SEE LINE 16

12. DATE OF FIRST SUBMISSION: SEE LINE 16

13. DATE OF SUBS. SUBMISSION: SEE LINE 16

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: [usarmy.detroit.peogcs.mbx.portal@mail.mil](mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil).

A.ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 1

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 2

16. REMARKS:

The contractor shall provide a draft Agenda no later than two weeks (14 calendar days) prior to the Start of Work meeting for Government review. The contractor shall provide a final agenda no later than seven calendar days prior to meeting. Contractor format authorized.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Celeste Kozinski

H: DATE: 11 March 2013

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

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

D. SYSTEM/ITEM: M109A6 PALADIN

E. CONTRACT/PR NO.:

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: CDRL A002

2. TITLE: MEETING MINUTES

- 3. SUBTITLE: START OF WORK MEETING MINUTES
- 4. AUTHORITY: DI-ADMIN-81250A
- 5. CONTRACT REFERENCE: C.5.2.1
- 6. REQUIRING OFFICE: SFAE-GCS-ABCT
- 7. DD250 REQ: NO
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: SEE LINE 16
- 11. AS OF DATE: SEE LINE 16
- 12. DATE OF FIRST SUBMISSION: SEE LINE 16
- 13. DATE OF SUBS. SUBMISSION: SEE LINE 16
- 14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: [usarmy.detroit.peogcs.mbx.portal@mail.mil](mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil).

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 1  
FINAL: 1

REG REPRO:

15. TOTAL COPIES: 2  
16. REMARKS:

The contractor shall provide draft minutes no later than five working days after the Start of Work meeting for PM ABCT review and comments. The contractor shall provide final minutes no later than five working days after receipt of PM ABCT comments and shall furnish minutes electronically to all attendees at the meeting as detailed in Line 14 above. Contractor format authorized.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Celeste Kozinski

H: DATE: 11 March 2013

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

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

D. SYSTEM/ITEM: M109A6 PALADIN

E. CONTRACT/PR NO.:

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: CDRL A003

2. TITLE: BRIEFING MATERIALS

3. SUBTITLE: START OF WORK BRIEFING MATERIALS

4. AUTHORITY: DI-MGMT-81605

5. CONTRACT REFERENCE: C.5.2.1

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: NO

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: SEE LINE 16

11. AS OF DATE: SEE LINE 16

12. DATE OF FIRST SUBMISSION: SEE LINE 16

13. DATE OF SUBS. SUBMISSION: SEE LINE 16

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions

detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: [usarmy.detroit.peogcs.mbx.portal@mail.mil](mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil).

A. ADDRESSEE:  
<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall submit briefing materials electronically in the contractor's format no later than five working days after meeting.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Celeste Kozinski

H: DATE: 11 March 2013

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A004

2. TITLE: INTEGRATED MASTER SCHEDULE UPDATES

3. SUBTITLE:

4. AUTHORITY: DI-MGMT-81861; Format 6 only. Note: 3.7.1.3.6 Three-point estimates shall be developed when deemed necessary by the Government or the contractor.

5. CONTRACT REFERENCE: C.5.2.2

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: N/A

8. APP CODE: A

9. DIST. STATEMENT REQ: C

10. FREQUENCY: MONTHLY

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: WITHIN THREE WORKING DAYS FROM THE START OF WORK MEETING

13. DATE OF SUBS. SUBMISSION: WITHIN THREE WORKING DAYS FROM THE MONTHLY PRODUCTION AND FIELDING STATUS MEETINGS

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., [john.a.smith.ctr@us.army.mil](mailto:john.a.smith.ctr@us.army.mil)) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: <mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil>.

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS: The contractor shall submit an Integrated Master Schedule (IMS) per format 6 in Microsoft Project and pdf formats. The contractor can limit the IMS to contractor and subcontractor critical path tasks, deliverables, and milestones. The contractor shall submit the report no later than 15 working days following the end of the reporting period, defined as the 1st of the month through month end.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Shannon Campbell

H: DATE: 04 Feb 2014

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS  
-----

1. DATA ITEM NO: A005

2. TITLE: PRODUCTION AND FIELDING STATUS REPORT

3. SUBTITLE:

4. AUTHORITY: DI-MGMT-80227

5. CONTRACT REFERENCE: C.5.2.3

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: LT

8. APP CODE: A

- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: MONTHLY
- 11. AS OF DATE: O
- 12. DATE OF FIRST SUBMISSION: 30 DAYS AFTER CONTRACT AWARD
- 13. DATE OF SUBS. SUBMISSION: MONTHLY
- 14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., [john.a.smith.ctr@us.army.mil](mailto:john.a.smith.ctr@us.army.mil)) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: <mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil>.

A. ADDRESSEE:  
<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0  
FINAL: 1  
REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall submit a Production & Fielding Status Report no later than 15 working days following the end of the reporting period, defined as the first of the month through month end.

Production & Fielding Status Report shall include the following: Program schedule status summary, Government furnished material received and used, PFCS kit & critical component production schedule - planned versus actual, PFCS kits on hand this reporting period, PFCS kits due in next reporting period, PFCS kits by location, vehicles completed - planned versus actual, total vehicles outstanding, and estimated completion date. (Planned/Actuals includes all reporting periods within contract period of performance)

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Celeste Kozinski  
H: DATE: 11 March 2013  
I: APPROVED BY:  
J: DATE:

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.:

B. EXHIBIT: CATEGORY:

D. SYSTEM/ITEM: M109 Paladin PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

1. DATA ITEM NO: A006

2. TITLE: Cost Reporting

3. SUBTITLE:

4. AUTHORITY: N/A

5. CONTRACT REFERENCE: 5.2.4

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: No

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: See Remarks section

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: See Remarks section

13. DATE OF SUBS. SUBMISSION: See Remarks section

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: [usarmy.detroit.peogcs.mbx.portal@mail.mil](mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil).

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

- 15. TOTAL COPIES: 1
- 16. REMARKS:

Contract Cost Report: The contractor shall submit a Contract Cost Report 60 calendar days following the final retrofit/training event for each Base and Option Year. The Contract Cost Report shall contain labor hours, labor dollars, material, ODCs, and total costs by-WBS. The cost report shall contain a breakout of costs to include major hardware components, hardware kitting/shipping, installation/retrofits, training, systems engineering, program management, and data. The contractor shall provide the associated units for hardware items, installations, and training events. A sample Contract Cost Report can be provided upon request.

The contractor shall provide this information in MS Excel format, without encryption, locks, passwords, or other security protection features which would prevent the Government from editing, sorting, merging, or otherwise manipulating the data for Government purposes.

Quarterly Cost Data Submission: The contractor shall submit a quarterly cost report in contractor format, 15 calendar days following the close of the contractors quarterly accounting period for each Base and Option Year. Cost data must be reported at the same WBS level as required in the Contract Cost Report. The quarterly cost report shall contain labor hours, labor dollars, material, ODCs, and total costs incurred to date.

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

-----  
G. PREPARED BY: Tiffany Folk  
H: DATE: 27 Jan 2014  
I: APPROVED BY:  
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED 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.:
- B. EXHIBIT:
- C. CATEGORY:
- D. SYSTEM/ITEM: M109A6 PALADIN, PFCS
- E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

- 
- 1. DATA ITEM NO: A007
  - 2. TITLE: TRACKING DOCUMENT
  - 3. SUBTITLE: Tracking Part Shortages
  - 4. AUTHORITY: None
  - 5. CONTRACT REFERENCE: C.7.1.3
  - 6. REQUIRING OFFICE: SFAE-GCS-ABCT

- 7. DD250 REQ: N/A
- 8. APP CODE: A
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: As Required
- 11. AS OF DATE: O
- 12. DATE OF FIRST SUBMISSION: See Remarks Section 16
- 13. DATE OF SUBS. SUBMISSION: See Remarks Section 16
- 14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: [usarmy.detroit.peogcs.mbx.portal@mail.mil](mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil).

A. ADDRESSEE:  
<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:  
DRAFT: 0  
FINAL: 1  
REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall deliver the tracking document for part shortages immediately after completion of the PFCS installation at each location in accordance with the distribution stated in 14 above, in contractor format. For each shortage, the contractor shall list the following:

Date  
NSN  
PIN  
Nomenclature  
Quantity  
Location and Unit

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:  
-----

G. PREPARED BY: Wendy Morisi  
H: DATE: 7 Feb 2014  
I: APPROVED BY:  
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: A008

2. TITLE: REQUEST FOR ISSUE OR TURN-IN

3. SUBTITLE:

4. AUTHORITY: AR 710-2

5. CONTRACT REFERENCE: C.7.1.1.3

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: N/A

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: As Required

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: Within 2 days of completion of the PFCS installation, while on site.

13. DATE OF SUBS. SUBMISSION: N/A

14. DISTRIBUTION: See Remarks on Line 16

A. ADDRESSEE: Government Fielding Manager on site

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall provide one copy of the completed DA Form 2061 to the Fielding Manager on site.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Wendy Morisi  
H: DATE: 7 February 2014  
I: APPROVED BY:  
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: A009

2. TITLE: PROGRAM OF INSTRUCTION AND TRAINING MATERIALS

3. SUBTITLE:

4. AUTHORITY: AR 350-1 and TRADOC Reg 350-70

5. CONTRACT REFERENCE: C.7.3.1

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: NO

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: Once

11. AS OF DATE: 0

12. DATE OF FIRST SUBMISSION: To each student at training event.

13. DATE OF SUBS. SUBMISSION: N/A

14. DISTRIBUTION: To be distributed to each student attending a training session.

A. ADDRESSEE: To each student at the training event

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall design and develop training courses/curriculum outlines, student training course guides, instruction/lesson guides and audio visual, master reproducible training courses in accordance with MIL PRF-29612, Army Regulation 350-1 and TRADOC Regulation 350-70. OPNET/FMNET training development activities include but are not limited to the development of Materiel Fielding Team support packages such as Program of Instruction (POI), Lesson Plans, handouts and student surveys. The contractor shall develop and deliver OPNET/FMNET training packages that include training materials both for teaching trainers, as well as the students. The contractor shall provide student guides to those students attending training.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Wendy Morisi

H: DATE: 05 Feb 2014

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: A010

2. TITLE: STUDENT TRAINING RECORDS

3. SUBTITLE:

4. AUTHORITY: AR 350-1 and TRADOC Reg 350-70

5. CONTRACT REFERENCE: C.7.3.1

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: N/A

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: Once

11. AS OF DATE: Within 10 days following completion of training

12. DATE OF FIRST SUBMISSION: Within 10 days following completion of training

13. DATE OF SUBS. SUBMISSION: N/A

14. DISTRIBUTION: Prepare hard copies and submit to the Training Manager and Unit Commander on site.

A. ADDRESSEE: Training Manager and Unit Commander

B. COPIES: 2

DRAFT: 0

FINAL: 2

REG REPRO:

15. TOTAL COPIES: 2

16. REMARKS:

The contractor shall create a student record for each course that identifies names of students attending training, student score sheets if applicable, critique sheets and training after action reports.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Wendy Morisi

H: DATE: 04 Feb 2014

I: APPROVED BY:

J: DATE:

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.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: A011

2. TITLE: HAZARD SUBSTANCE WAIVER REQUEST

3. SUBTITLE:

4. AUTHORITY: DI-SAFT-81626

5. CONTRACT REFERENCE: C.9.3.2

6. REQUIRING OFFICE: SFAE-GCS-ABCT

7. DD250 REQ: NO

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: As Required

11. AS OF DATE: 0

12. DATE OF FIRST SUBMISSION: Within 5 days of need for waiver determined

13. DATE OF SUBS. SUBMISSION: Within 5 days of need for waiver determined

14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for Contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: [usarmy.detroit.peogcs.mbx.portal@mail.mil](mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil).

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0

FINAL: 1  
REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

Request for Waivers shall be submitted, as required, by the contractor when Government approval is being requested to waive a contract requirement. The Government will review submitted waiver requests and provide approval or disapproval within 21 calendar days of receipt of the request.

The following information shall be included in the waiver request submission:

- a. Identification of the hazardous material being used.
- b. Location and quantity of parts/components that the hazardous material is used on.
- c. Detailed technical justification for use of the hazardous material and a summary of the alternatives that were considered.
- d. Program risk assessment
- e. Replacement plan
- f. Health Hazard Assessment

The Request for Waivers shall be prepared and delivered in current Microsoft Office software suite (Microsoft Word, Excel, and/or PowerPoint).

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Christina Burrows  
H: DATE: 21 January 2014  
I: APPROVED BY:  
J: DATE

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: A016

2. TITLE: CRITICAL SAFETY ITEM REPORT

- 3. SUBTITLE:
- 4. AUTHORITY: DI-SAFT-80970A
- 5. CONTRACT REFERENCE: C.9.5.4
- 6. REQUIRING OFFICE: SFAE-GCS-ABCT
- 7. DD250 REQ: No
- 8. APP CODE: A
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: As Required
- 11. AS OF DATE: O
- 12. DATE OF FIRST SUBMISSION: See Line 16
- 13. DATE OF SUBS. SUBMISSION: See Line 16
- 14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

Step 1: Apply for an Army Knowledge Online (AKO) Account: URL: <https://www.us.army.mil>, Sponsor: Celeste Kozinski

Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: [usarmy.detroit.peogcs.mbx.portal@mail.mil](mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil).

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0  
FINAL: 1  
REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall deliver the initial Critical Safety Item, Characteristic and Critical Defect Report no later than 30 days after the identification of a Critical System Item (CSI), to the PM ABCT IDE as specified in Line 14 above.

The Report shall contain the following information:

- 1. List of CSIs identified, along with critical characteristics of the items
- 2. Item nomenclature and part numbers

The CSI Master List shall be prepared and delivered in current Microsoft Office software suite (Microsoft Word, Excel, and/or PowerPoint).

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Terry Smart  
H: DATE: 21 January 2014  
I: APPROVED BY:  
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: A018

2. TITLE: SPECIAL INSPECTION EQUIPMENT LIST

3. SUBTITLE:

4. AUTHORITY: DI-QCIC-81006

5. CONTRACT REFERENCE: E.4

6. REQUIRING OFFICE: RDAR-WSF-I

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: As Required

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: See Remarks Section 16

13. DATE OF SUBS. SUBMISSION: See Remarks Section 16

14. DISTRIBUTION:

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Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., [john.a.smith.ctr@us.army.mil](mailto:john.a.smith.ctr@us.army.mil)) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: <mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil>.

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT: 0

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

The contractor shall submit designs of all inspection and test equipment used to perform examination and tests required by the specifications in conjunction with the First Article Test (FAT) plan and Acceptance Test Procedures (ATP) for Government approval, 30 days prior to starting FAT or ATP, whichever occurs first.

The contractor shall submit the material in accordance with the direction specified in Section 14 above, in MS Word in a hard copy format, and also by CD ROM, as arranged with the requiring office.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Celeste Kozinski

H: DATE: 11 March 2013

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: A019

2. TITLE: FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT (FACAR)

3. SUBTITLE:

4. AUTHORITY: DI-SESS-81315B

5. CONTRACT REFERENCE: E.6

6. REQUIRING OFFICE: RDAR-WSF-I

7. DD250 REQ: LT

8. APP CODE: N/A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: As Required

11. AS OF DATE: O

12. DATE OF FIRST SUBMISSION: See Line 16

13. DATE OF SUBS. SUBMISSION: As Required

14. DISTRIBUTION:

RDAR-WSF-I  
SFAE-GCS-SPH-F  
(PICATINNY OFFICE)  
SFAE-GCS-SPH-SM  
RDAR-QEW-A  
RDAR-QES-B

A. ADDRESSEE: tanner.zack.civ@mail.mil

B. COPIES:

DRAFT:

FINAL: 1

REG REPRO: 5

15. TOTAL COPIES: 5

16. REMARKS: The contractor shall produce FACARs for all failures involving any and all PFCS component found during any activity at either the contractor or Government facility.

The contractor shall prepare and submit Preliminary FACARs for each failure within 7 days of the failure.

The contractor shall prepare and submit Final FACARs for each failure within 30 days of the failure.

Any design issues resulting from FACAR analysis will be reviewed by the Government and if approved may be procured under a separate Work Directive following the completion of the TDP and MWO being produced under contract W56HZV-07-C-0256, WD STS-P-12-03.

All FACARs are to be submitted electronically.

17. PRICE GROUP:  
18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Celeste Kozinski  
H: DATE: 11 March 2013  
I: APPROVED BY:  
J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:  
TDP \_\_\_\_ TM \_\_\_\_ OTHER X\_\_

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

F. CONTRACTOR: BAE Systems

-----  
1. DATA ITEM NO: CDRL A020

2. TITLE: Government Furnished Material (GFM) Product Quality Deficiency Report (PDQR)

3. SUBTITLE:

4. AUTHORITY: DI-QCIC-80736

5. CONTRACT REFERENCE: E.7.2

6. REQUIRING OFFICE: SFAE- GCS-ABCT

- 7. DD250 REQ: No
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: See Line 16
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUBMISSION: See Line 16
- 13. DATE OF SUBS. SUBMISSION: See Line 16
- 14. DISTRIBUTION:

The contractor shall submit a response to this CDRL to the PM ABCT Integrated Development Environment (IDE) using the directions detailed below:

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Step 2: Apply for a Knowledge Center Portal Account: URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>, Sponsor: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil) into the Knowledge Center Portal, using the account reason Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD. Favorable investigation or active security clearance is required. Knowledge Center Help Desk: <mailto:usarmy.detroit.peogcs.mbx.portal@mail.mil>.

A. ADDRESSEE:

<https://kcp.tacom.army.mil/sites/hbctide/CDRL/SitePages/VendorUpload.aspx>

B. COPIES:

DRAFT:

FINAL: 1

REG REPRO:

15. TOTAL COPIES: 1

16. REMARKS:

Contractor shall generate and submit PQDRs for each individual, lot or batch of deficient or defective GFM/GFE/GFP. PQDRs shall be submitted as detailed in Line 14 above.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-----  
G. PREPARED BY: Celeste Kozinski

H: DATE: 27 February 2014

I: APPROVED BY:

J: DATE:

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM: M109A6 PALADIN, PFCS

E. CONTRACT/PR NO.:

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

F. CONTRACTOR: BAE SYSTEMS

-----  
1. DATA ITEM NO: A021

2. TITLE: VEHICLE CLOSE OUT REPORT

3. SUBTITLE:

4. AUTHORITY: AR 200-142

5. CONTRACT REFERENCE: C.7.1.1 and E.7.3

6. REQUIRING OFFICE: SFAE-GCS-ABCT-F

7. DD250 REQ: N/A

8. APP CODE: A

9. DIST. STATEMENT REQ: C

10. FREQUENCY: See Line 16

11. AS OF DATE: N/A

12. DATE OF FIRST SUBMISSION: See Line 16

13. DATE OF SUBS. SUBMISSION: See Line 16

14. DISTRIBUTION:

The contractor shall submit a report to the on-site managers as specified below:

A. ADDRESSEE: PIM Fielding Manager, PIM ILS Manager, PIM Data Manager

B. COPIES:

DRAFT: 0

FINAL: 3

REG REPRO: 3

15. TOTAL COPIES: 9

16. REMARKS: The contractor shall update and deliver a vehicle close out report at the closeout of each unit fielding. The vehicle closeout report shall include a baseline for each vehicle modified that includes Unit ID, Vehicle Serial No, Part No and Serial No. where available of each component removed, the operational status of each piece of equipment, the inspecting personnel name and position, date inspected. Format can be in contractor format but must include the required elements.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:  
-----

G. PREPARED BY: Christopher Updike

H: DATE: 22 February 2014

I: APPROVED BY:

J: DATE:

**PIIN/SIIN** W56HZV-14-R-0171

**MOD/AMD**

**ATT/EXH ID** Exhibit A

**PAGE** 26