

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DXA4	<b>Page of Pages</b> 1 144
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-14-R-0203	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2014SEP09	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HTM-M 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 05:00pm (hour) local time 2014SEP22 (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> LEON MORROW	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> LEON.J.MORROW.CIV@MAIL.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-5196	<b>Ext.</b>

**11. Table Of Contents**

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

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

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

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

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LEON MORROW  
 Buyer Office Symbol/Telephone Number: CCTA-HTM-M/(586)282-5196  
 Type of Contract: Cost Plus Fixed Fee  
 Kind of Contract: Service Contracts

\*\*\* End of Narrative A000 \*\*\*

1. This is a sole source solicitation (W56HZV-14-R-0203) to Canadian Commercial Corporation (CCC) with General Dynamics Land Systems Canada (GDLS-C), as the subcontractor.
2. This solicitation is for the procurement of System Technical Support (STS) and Systems Sustainment Technical Support Services (SSTS) in support of the Medium Mine Protective Vehicle (MMPV) Type II.
3. This solicitation establishes the below Separately Priced CLINs for the STS/SSTS support for the MMPV Type II:
  - a. CLIN 0001 - Program Management
  - b. CLIN 0002 - Engineering Services
  - c. CLIN 0003 - Engineering Services (R&D)
  - d. CLIN 0004 - Logistics Services
  - e. CLIN 0005 - Field Service Representatives (FSRs) CONUS
  - g. CLIN 0006 - Field Service Representatives (FSRs) OCONUS
  - h. CLIN 0007 - Travel
  - i. CLIN 0008 - Material/Other Directed Cost (ODC)
4. This solicitation establishes the below Not Separately Priced (NSP) CLINs for the STS/SSTS support for the MMPV Type II:
  - a. CLIN 0009 - Contract Data Requirements List (CDRL)
  - b. CLIN 0010 - Contractor Manpower Reporting (CMR)
5. Contract Type: Cost Plus Fixed Fee (CPFF) and Cost Plus No Fee (CLIN 0007 - Travel). All pricing submitted herein is for Prices applicable to CLINs 0001-0008 identified in the solicitation.
6. When preparing its proposal, the Offeror shall develop one composite rate for Program Management (CLIN 0001), Engineering Services (CLIN 0002), Engineering Services - Research and Development (R&D) (CLIN 0003), and Logistics Support (CLIN 0004). Two separate rates shall be developed for Field Service Representatives (FSR). The Offeror shall propose one rate to support CONUS operations (CLIN 0005) and one to support OCONUS operations (CLIN 0006).
7. The Offeror shall use the types of work identified in Section C, Statement of Work, to develop its composite rates and insert its proposed composite rates along with its estimates for total labor hours, material, and other direct costs (ODCs) in the appropriate blanks in paragraphs B.3.2 through B.3.6 for the base period and for all option periods. Consistent with these estimates and proposed composite rates, the Offeror shall also submit a combined total Cost-Plus-Fixed-Fee proposal for the base and 4 option periods that would include its estimated mix of labor types based on the Section C, Statement of Work.
8. The Offeror shall submit its proposed rates in a spreadsheet(s) using MS Excel or other software that is Excel compatible. The information provided in the spreadsheet(s) shall be free of passwords and allow the ability to cut, paste, sort, and perform other edits that will assist the Government in its analysis of the Offerors proposed rates.
9. The Offeror, when developing its spreadsheet(s) shall provide separate columns for, and include at a minimum, the following categories:
  - a. Page one shall include direct labor related information:
    - Labor Category by Discipline\*
    - Skill Level
    - Department (if applicable)
    - Hourly Rate
  - b. Page two shall include indirect rate information:
    - G&A Rate
    - Overhead Rate
    - Facilities Capital Cost of Money (FCCM)

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

c. Page three shall be the proposed Composite Rates:

- Labor Category by Discipline
- Skill level
- Department (if applicable)
- Hourly Rate
- Overhead information
- Proposed Fee

Note - Page three should be a summary of all factors used in developing the composite rates totaling to proposed hourly rates to be used to price the work directives. The Offeror may provide any narratives necessary on the spreadsheet(s) to clarify items included in its proposal.

10. The proposed labor rates (inclusive of fee) will be negotiated and once agreed to, used to develop estimates and award work directives. The estimated cost of each work directive (see #12 below) will be negotiated at the time the work directive is awarded.

11. The Offeror shall identify any overhead or fee rate it proposes to apply to direct material cost and other direct costs, which would include subcontractor cost, travel cost, or any other direct cost not identified. However, it is anticipated that necessary travel will be authorized on a cost only, no-fee basis.

12. Once composite labor rates are established in a resulting contract, those rates would be used as a multiplier applied to the number of hours needed to perform a work directive. Consequently, it is anticipated that only the number of hours needed to perform the work directive, material cost, other direct costs, and travel will be negotiated with each work directive.

13. Please submit proposal no later than 5:00pm eastern standard time 22 September 2014.

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

FAR 52.216-8 provides for the payment of the fixed fee, subject to the Governments right to withhold payment of a portion of the fee pending the contractors submission of a certified final indirect rate proposal. Because the Memorandum of Understanding governing contracts between the Government and the CCC provide for the audit of indirect rates by Public Works and Government Services Canada (PWGSC) instead of proposal submissions by contractors or subcontractors, the application of FAR 52.216-8 to this contract shall be governed by the following supplemental agreement:

**52-216-8 FIXED FEE**

The Contractor and the Government hereby agree that a fixed fee in the amount set forth as fixed fee in the contract pursuant to FAR 52.216-8 Fixed Fee shall be paid upon completion of the services required under this contract and upon final acceptance by the Government. However, the Contractor shall bill on each interim voucher the amount of fee bearing the same percentage of the fixed fee as the amount of cost billed bears to the total estimated cost in the contract. The total fixed fee billed shall not exceed the amount of the total fixed fee specified in the contract and is subject to the contract clause entitled Limitation of Cost (FAR 52.232-20). Pursuant to FAR 52.216-8, Fixed Fee and to protect the Governments interest, the Government may, at its discretion, direct the Administrative Contracting Officer (ACO) to withhold 15% of the fixed fee amount as set forth in the contract or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The ACO shall release 75% of the fixed fee reserve upon acceptance of the final deliverables identified in this contract. The remaining 25% of the fixed fee reserve will be released after completion of any final audit, submission of the final reports, and if the Contractor is not delinquent in submitting final vouchers for the prior years settlements. The Contractor and the Government agree that the Contractor shall not be required to submit the certified final indirect cost rate proposal referenced in FAR 52.216-8, captioned Fixed Fee because the annual rates of the sub-contractor (General Dynamics Land Systems-Canada) shall be subject to audit on an annual basis by Public Works and Government Services Canada (PWGSC) pursuant to the Memorandum of Understanding between the United States and Canada regarding the joint Defense Production Sharing Program.

\*\*\* END OF NARRATIVE A0002 \*\*\*

<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

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**Name of Offeror or Contractor:**

links to the solicitation package on ProcNet.

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

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

(d) Requirements for the online ASFI bid submission:

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

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

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr= W56HZV-14-R-0203](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV-14-R-0203)

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

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

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

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

(e) Note to offerors:

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

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

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

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

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

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



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**Name of Offeror or Contractor:**

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of Provision]

A-6

52.217-4911

NOTICE OF URGENT REQUIREMENT

NOV/2001

Army Contracting Command - Warren considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Provision]

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**Name of Offeror or Contractor:**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST, FIXED FEE and PAYMENT

B.1.1 Estimated costs for performance of work (labor/manhours, material, and other direct costs) under this contract, exclusive of the contractors fee, are set forth in Section B at the CLIN level. The amounts shown shall constitute individual estimated costs for the purpose of the general provision of the contract entitled, LIMITATION OF COST, FAR 52.232-20. The provisions of the clause LIMITATION OF COST notwithstanding, the limitation shall apply to each CLIN of the contract. The estimated cost for labor/manhours, material, and other direct costs under each CLIN are based upon the contractor furnishing the maximum level of effort specified at the CLIN level during the period of performance set forth in the Work Directive. To support payment for work performed under this contract, the contractor shall, on each voucher submitted, state the level of effort expended and shall certify that said level of effort has been expended in the accomplishment of the work called for by the contract. Expenditure of labor hours in excess of the quantity specified in the work directive is not authorized. Allowable costs shall be determined and payment shall be as provided in the Section I clause entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

B.1.2 Fixed fee Level of Effort: As negotiated and defined at the CLIN level, fixed fee shall be paid commensurate with the labor/manhours, material and other direct costs required of the contractor at the completion of the period of performance set forth in the Work Directive. Upon certification of the contractor that they have exerted the level of effort specified in performing the work called for herein, and such performance is considered satisfactory by the Contracting Officer, the fixed fee shall be paid. However, the contractor may present with each voucher for its costs (whether for labor/manhours, material or other direct costs), a fee voucher in the amount bearing the same relation to the CLIN fixed fee as the accompanying cost voucher bears to the applicable CLIN estimated cost. Payment of the fixed fee shall be subject to the withholding set forth in Paragraph (B) of the Section I general provision entitled FIXED FEE, FAR 52.216-8.

B.1.3 Fixed fee Completion Type: As negotiated and defined at the CLIN level, fixed-fee shall be paid commensurate with the labor/manhours, material and other direct costs required of the contractor based upon the original period of performance set forth in the Work Directive. Upon certification that the contractor has performed the service or delivered the item required within the term defined in the work directive, and is considered satisfactory by the Contracting Officer, the fixed fee shall be paid. Fee will not be paid for any services performed outside the term defined within the work directive, if completion of the aforementioned service or deliverable is considered unsatisfactory by the Contracting Officer.

B.2 OPTIONS

B.2.1 The base period of performance is twelve (12) months, from the time of award. The Government shall have the unilateral right/option to extend the period of performance for an additional four (4) years for a maximum of five (5) years. The Government shall exercise its unilateral right to extend the period of performance any time before but no later than 30 days before the contract is set to expire.

B.2.2 During the timeframe of this contract, the Government shall have the unilateral right/option to increase the number of STS labor/manhours, material dollars and other direct costs dollars for the various CLINs. A pool of option hours shall be established (see B.3 below), which represents a cumulative amount of hours available. If exercised, the contract shall be increased on a cost-plus-fixed fee basis, as specified below. A Material and Other Direct Cost (ODC) ceiling shall be established and available to be drawn on.

B.3 LABOR/MANHOURS

B.3.1 A rate for additional labor/manhours is established and may be exercised, subject to the availability of funds. Labor/manhours shall be utilized as directed by Work Directive.

B.3.2 Rates for the base period are established and may be exercised during the period from date of award through 12 months from the date of award. X,XXX,XXX labor/manhours are available for 12 months from the award date. Hourly rates for each CLIN, respectively are broken out as follows:

CLIN EST. COST FCCM FIXED FEE TOTAL COST-PLUS-FIXED-FEE  
0001  
0002  
0003  
0004  
0005

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B.3.3 Option 1 rates are established and may be exercised unilaterally within 30 days of the expiration of the base period. X,XXX,XXX labor/manhours are available this 12 month period. If exercised, the contract shall be increased on a cost-plus-fixed fee basis, as specified below. Option hourly rates for each CLIN, respectively are broken out as follows:

CLIN	EST.	COST	FCCM	FIXED	FEE	TOTAL	COST-PLUS-FIXED-FEE
0001							
0002							
0003							
0004							
0005							

B.3.4 Option 2 rates are established and may be exercised unilaterally within 30 days of the expiration of the base period. X,XXX,XXX labor/manhours are available this 12 month period. If exercised, the contract shall be increased on a cost-plus-fixed fee basis, as specified below. Option hourly rates for each CLIN, respectively are broken out as follows:

CLIN	EST.	COST	FCCM	FIXED	FEE	TOTAL	COST-PLUS-FIXED-FEE
0001							
0002							
0003							
0004							
0005							

B.3.5 Option 3 rates are established and may be exercised unilaterally within 30 days of the expiration of the base period. X,XXX,XXX labor/manhours are available this 12 month period. If exercised, the contract shall be increased on a cost-plus-fixed fee basis, as specified below. Option hourly rates for each CLIN, respectively are broken out as follows:

CLIN	EST.	COST	FCCM	FIXED	FEE	TOTAL	COST-PLUS-FIXED-FEE
0001							
0002							
0003							
0004							
0005							

B.3.6 Option 4 rates are established and may be exercised unilaterally within 30 days of the expiration of the base period. X,XXX,XXX labor/manhours are available this 12 month period. If exercised, the contract shall be increased on a cost-plus-fixed fee basis, as specified below. Option hourly rates for each CLIN, respectively are broken out as follows:

CLIN	EST.	COST	FCCM	FIXED	FEE	TOTAL	COST-PLUS-FIXED-FEE
0001							
0002							
0003							
0004							
0005							

**B.4 TRAVEL**

B.4.1 Travel may be exercised, subject to the availability of funds. Travel shall be utilized as directed by Work Directive and approved by the Contracting Officer Representative (COR). Travel will be authorized on a cost only, no-fee basis.

Base Period Travel is set at \$\_\_\_\_\_.

Option 1 Travel is set at \$\_\_\_\_\_.

Option 2 Travel is set at \$\_\_\_\_\_.

Option 3 Travel is set at \$\_\_\_\_\_.

Option 4 Travel is set at \$\_\_\_\_\_.

**B.5 MATERIAL/ OTHER DIRECT COST (ODC)**

B.5.1 A Material/ODC ceiling, for the entire contract, is established at \$\_\_\_\_\_ and may be exercised, subject to the availability of funds. Materials/ODCs shall be utilized as directed by Work Directive.

Base Period Material/ODC ceiling is set at \$\_\_\_\_\_.

Option 1 Material/ODC ceiling is set at \$\_\_\_\_\_.

Option 2 Material/ODC ceiling is set at \$\_\_\_\_\_.

Option 3 Material/ODC ceiling is set at \$\_\_\_\_\_.

Option 4 Material/ODC ceiling is set at \$\_\_\_\_\_.

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**Name of Offeror or Contractor:**

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B.6 Additional CLINs:

B.6.1 The creation of additional CLINs may become necessary when a peculiar situation arises or special funds need to be isolated from other funds in a particular CLIN. By mutual consent, existing rates shall be used; but in those instances where a rate is not applicable, the contractor will prepare a cost proposal/estimate for the effort. Hours will be drawn from the options, identified above.

\*\*\* END OF NARRATIVE B0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p><u>PROGRAM MANAGEMENT</u></p> <p>SERVICE REQUESTED: PROGRAM MANAGEMENT                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee</p> <p>System Technical Support (STS) for the MMPV Type II MRAP Vehicles from GDLS-C.                      For hours under the Base Period (ref. para B.3.2), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Base Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 1 Period, if exercised (ref. para B.3.3), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 1 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 2 Period, if exercised (ref. para B.3.4), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 2 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 3 Period, if exercised (ref. para B.3.5), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 3 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 4 Period, if exercised (ref. para B.3.6), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p>				\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>ENGINEERING SERVICES</u></p> <p>SERVICE REQUESTED: ENGINEERING SERVICES                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee</p> <p>System Technical Support (STS) for the MMPV Type II MRAP Vehicles from GDLS-C.                      For hours under the Base Period (ref. para B.3.2), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Base Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 1 Period, if exercised (ref. para B.3.3), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 1 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 2 Period, if exercised (ref. para B.3.4), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 2 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 3 Period, if exercised (ref. para B.3.5), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 3 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 4 Period, if exercised (ref. para B.3.6), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p>				\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>ENGINEERING SERVICES - R&amp;D</u></p> <p>SERVICE REQUESTED: ENGINEERING SERVICES - R&amp;D                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee</p> <p>System Technical Support (STS) for the MMPV Type II MRAP Vehicles from GDLS-C.                      For hours under the Base Period (ref. para B.3.2), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Base Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 1 Period, if exercised (ref. para B.3.3), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 1 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 2 Period, if exercised (ref. para B.3.4), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 2 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 3 Period, if exercised (ref. para B.3.5), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 3 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 4 Period, if exercised (ref. para B.3.6), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Option 4 Period Est. Cost* \$ Fixed Fee \$ Total Est. CPFF \$ per man-hour ----  TOTAL ESTIMATED COST \$ _____  TOTAL FIXED FEE \$ _____  NOT TO EXCEED (FUNDING) \$ _____  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>Deliveries or Performance</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>LOGISTICS SERVICES</u></p> <p>SERVICE REQUESTED: LOGISTICS SERVICES                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee</p> <p>System Technical Support (STS) for the MMPV Type II MRAP Vehicles from GDLS-C.                      For hours under the Base Period (ref. para B.3.2), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Base Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 1 Period, if exercised (ref. para B.3.3), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 1 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 2 Period, if exercised (ref. para B.3.4), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 2 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 3 Period, if exercised (ref. para B.3.5), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 3 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 4 Period, if exercised (ref. para B.3.6), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Option 4 Period Est. Cost* \$ Fixed Fee \$ Total Est. CPFF \$ per man-hour ----  TOTAL ESTIMATED COST \$ _____  TOTAL FIXED FEE \$ _____  NOT TO EXCEED (FUNDING) \$ _____  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>Deliveries or Performance</u>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p><u>FIELD SERVICE REPRESENTATIVES - CONUS</u></p> <p>SERVICE REQUESTED: FSR - CONUS                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee</p> <p>System Technical Support (STS) for the MMPV Type II MRAP Vehicles from GDLS-C.                      For hours under the Base Period (ref. para B.3.2), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Base Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 1 Period, if exercised (ref. para B.3.3), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 1 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 2 Period, if exercised (ref. para B.3.4), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 2 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 3 Period, if exercised (ref. para B.3.5), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 3 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 4 Period, if exercised (ref. para B.3.6), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Option 4 Period Est. Cost* \$</p> <p>Fixed Fee \$</p> <p>Total Est. CPFF \$ per man-hour</p> <p>----</p> <p>TOTAL ESTIMATED COST \$ _____</p> <p>TOTAL FIXED FEE \$ _____</p> <p>NOT TO EXCEED (FUNDING) \$ _____</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p><u>FIELD SERVICE REPRESENTATIVES - OCONUS</u></p> <p>SERVICE REQUESTED: FSR - OCONUS                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee</p> <p>System Technical Support (STS) for the MMPV Type II MRAP Vehicles from GDLS-C.                      For hours under the Base Period (ref. para B.3.2), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Base Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 1 Period, if exercised (ref. para B.3.3), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 1 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 2 Period, if exercised (ref. para B.3.4), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 2 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 3 Period, if exercised (ref. para B.3.5), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p> <p>Option 3 Period Est. Cost* \$                      Fixed Fee \$                      Total Est. CPFF \$ per man-hour                      ----</p> <p>For hours under the Option 4 Period, if exercised (ref. para B.3.6), the Contractor shall furnish all services necessary to accomplish the tasks specified in Section C and Work Directives, at the following hourly labor rates:</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Option 4 Period Est. Cost* \$ Fixed Fee \$ Total Est. CPFF \$ per man-hour ----  TOTAL ESTIMATED COST \$ _____  TOTAL FIXED FEE \$ _____  NOT TO EXCEED (FUNDING) \$ _____  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>Deliveries or Performance</u>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>TRAVEL</u></p> <p>SERVICE REQUESTED: TRAVEL                      CLIN CONTRACT TYPE:                      Cost No Fee</p> <p>Travel may be exercised, subject to the availability of funds. Travel shall be utilized as directed by Work Directive and approved by the Contracting Officer Representative (COR). Travel will be authorized on a cost only, no-fee basis.</p> <p>Base Period Travel is set at \$_____.                      Option 1 Travel is set at \$_____.                      Option 2 Travel is set at \$_____.                      Option 3 Travel is set at \$_____.                      Option 4 Travel is set at \$_____.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p><u>MATERIAL/OTHER DIRECTED COST (ODC)</u></p> <p>SERVICE REQUESTED: MAT/ODCS                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee</p> <p>A Material/ODC ceiling, for the entire contract is established at \$_____ and may be exercised, subject to the availability of funds. Materials/ODCs shall be utilized as directed by Work Directive.</p> <p>Base Period Material/ODC ceiling is set at \$_____.</p> <p>Option 1 Material/ODC ceiling is set at \$_____.</p> <p>Option 2 Material/ODC ceiling is set at \$_____.</p> <p>Option 3 Material/ODC ceiling is set at \$_____.</p> <p>Option 4 Material/ODC ceiling is set at \$_____.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>SERVICE REQUESTED: CDRLS            CLIN CONTRACT TYPE:                Firm Fixed Price</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as attachment 0001.</p> <p>DELIVERABLE REQUIREMENTS (DELIVERY AND PERFORMANCE) ARE DEFINED WITHIN EACH CDRL (A001 - A121).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>            INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>SERVICE REQUESTED: CONTRACTOR MANPOWER REPORTING                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CONTRACTOR MANPOWER REPORTING (CMR) WILL BE IN                      ACCORDANCE WITH (IAW) CLAUSE 52.237-4000.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## 1.0 Scope

The contractor shall provide Systems Technical Support (STS)/System Sustainment Technical Support (SSTS) for Medium Mine Protective Vehicle (MMPV) Type II and RG-31 Legacy Family of Vehicles (FoV). All efforts described in this Statement of Work will be initiated by the issuance of work directives (WDs).

## 2.0 Management and Administration

## 2.1 Preparation of Work Directives

2.1.1 Upon award of this contract, the Government will issue work directives to execute management and administration as outlined in the paragraphs below.

2.1.2 Work directives will be initiated by the Government by issuing to the Contractor a proposed draft of work to be accomplished. All new work directives shall have a cost estimate prepared by the contractor to support the proposed work. The Government may issue a work directive for the Contractor to provide information and expertise in the development of a new work directive to be approved by the Government prior to issuance. Each work directive will define the frequency, format and required information. The contractor shall notify the Government immediately of any work directive that duplicates or appears to duplicate work previously contracted for under USMC or Army Contracts. The Contractor is not authorized to proceed to do work on any work directive unless specifically authorized by the PCO in writing.

2.1.3 Revisions to work directives shall be accomplished using the same methods. The Contractor may propose a revision to a work directive while work is in progress in an effort to advance technology, reduce cost or schedule or take the requirement in a new direction. The contractor is not authorized to proceed to do work on any revision to a work directive unless specifically authorized by the PCO in writing.

2.2 The Contractor shall comply with the terms of this statement of work in strict accordance with applicable local policies (installation/command) and, documents, Department of Defense (DoD) Regulations and all updates or changes to this statement of work during the performance period. The Contractor shall immediately bring to the attention of the PCO, for final resolution, any conflict between compliance with the directives, policies, rules and regulations cited in any Work Directive issued.

2.3 The Contractor shall have sole responsibility and discretion for the manner and method of performing tasks as specified herein. The Contractor shall be responsible for the administration, operation and conduct of all persons they employ to provide services under the Work Directive to include: arranging for travel, passports, and obtaining installation and facility clearances with the assistance of the Government when necessary.

2.4 During performance of the Management and Administration Work Directive the contractor shall, perform the following:

2.4.1 The Contractor shall manage and control the resources necessary to ensure timely achievement of all of the requirements of the contract in a manner that is both the most economical and beneficial to the Government. Management and control of subcontractor performance is part of this requirement.

2.4.2 The Contractor shall coordinate management and control of subcontractor activity with the Government. This requirement is not intended to provide the Government opportunity for subcontractor direction. Rather, the requirement is advisory. The Contractor is solely responsible for direction of and interface with subcontractors.

2.4.3 The Contractor shall provide administrative support for selected MMPV Type II and RG-31 Legacy FoV Government briefings and presentations. The Contractor shall prepare and furnish color photograph productions, posters, color brochures, viewgraph transparencies and electronic media to support Government briefings and presentations IAW CDRL A116.

## 2.4.5 Program Meetings/Conferences/Reviews

## 2.4.5.1 Agendas

The Contractor shall submit an agenda, briefing charts and supporting documentation 10 business days prior to each meeting identified under C.2.4.5. All agendas shall be in Contractor format in accordance with (IAW) Contract Data Requirements List CDRL A001 and shall include the location, date(s) and duration of each meeting, a daily chronological listing of each topic to be discussed, the time allotted for each topic, the name of the presenter and a status (or list) of action items identified at previous meetings. CDRL A001

## 2.4.5.2 Minutes

The Contractor shall prepare and submit minutes to include open and new action items within ten (10) business days after each of the meeting. All minutes shall be in Contractor format IAW CDRL A001 and shall include: meeting location, date(s) and duration, list of

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attendees, a status of open action items, list of new action items, and required resolution dates, summary of discussions and assigned action officer. CDRL A001

**2.4.5.3 Start of Work Meetings**

The Contractor shall conduct a Contract Start of Work Meeting at the contractor's facility within 30 days after Contract award.

**2.4.5.3.1 Quarterly Meetings**

The Contractor shall also conduct the meetings listed below quarterly unless otherwise directed by the Government:

a. Management Review

b. Technical Review

c. Integrated Logistics Support (ILS) Program Status Review

g. In Progress Review (IPR) Publication (may be held more frequently at the direction of the Government). The content and location of each meeting shall be coordinated with and agreed upon by the Contractor and the Government at least two (2) weeks prior to the meeting. The Contractor shall prepare minutes and an Agenda for each meeting in contractor format. Minutes are to be submitted within seven business days from the meeting, unless otherwise directed by the government. CDRL A001 & A002.

2.4.5.3.2 The contractor shall deliver a Work Breakdown Structure (WBS) IAW CDRL A119 for each work directive.

**2.4.5.4 In Process Reviews (IPRs)**

The Contractor shall conduct in-process reviews IAW USG direction. The IPRs shall be held with the initial review no later than 60 calendar days following the date a WD is issued, and, at the Governments discretion, at monthly intervals thereafter through production and integration. The purpose of these reviews will be to assess the Contractors ongoing effort to meet the requirements of the contract. The focus at each IPR will be on progress since the last IPR. The Contractor shall discuss the analysis of problem areas, evaluation of schedules, all risk areas and mitigation efforts. CDRL A001 & CDRL A002

2.4.5.4.1 The Contractor shall conduct project status meetings and conference calls with the Contracting Officer Technical Representative (COTR) and Functional Technical Representatives (FTRs) on a monthly basis unless otherwise directed by the COTR. The purpose of the meetings shall be to review status and progress of all projects. The Contractor shall prepare electronic, written or visual presentations for such meetings as required. CDRL A003.

**2.4.5.5 Test Readiness Reviews**

A start of test meeting shall be held at the test site prior to the start of any applicable Test phase. Discussions at the meeting shall include the Contractors overall test support plan, risk areas and mitigation plans and other logistical support requirements. CDRL A001

2.4.6 The Contractor shall receive, respond to, and track Government requests for information, investigation and analysis. The time frame for a response may be as short as 24 standard working hours and will be indicated at the time of the request. The Contractor shall operate a closed-loop reporting system for such requests to ensure a complete and timely response. The Contractor shall fully coordinate each response and address the effect on the system to include, engineering, logistics, reliability, maintainability, quality, safety, human-factors, producibility and historical background.

**2.5 Rough Order of Magnitude (ROM) Estimates.**

2.5.1 ROM request are used by the government to obtain an estimate of the labor hours and material dollars a particular effort may require. ROMs may only be requested by the PCO. The ROM estimate is developed based on history of the same or similar efforts previously conducted. Once the activity is completed the overall cost may be lower or higher than estimated in the ROM. The ROM is used as a planning estimate only.

2.5.2 The Contractor will be asked to provide ROMs throughout the contract by the PCO. ROMs for deployment related activities (i.e. number of heads) are to be submitted within a 24-48 hour timeframe (1-2 business days), as directed by the Government. All other ROMs shall be submitted within fourteen (14) business days from the date of the ROM request unless otherwise indicated by the Government.

2.5.3 The ROM shall include the ROM Request Number, Contract Line Item Number (CLIN), estimated dollar value for the effort and a brief explanation of the ROM estimate. CDRL A004.

**2.6 Work Directives (WDs) and Work Directive Matrix**

2.6.1 All work under this contract is completed IAW WDs and matrices agreed to by the Government and Contractor. The Contractor shall assist with the preparation of proposed WDs as required, or requested by the PCO. The Contractor shall have a single centralized Point of Contact (POC) to submit proposed WDs to the PCO for review and assure that WDs comply with the statement of work. The proposed WD shall be written with the purpose of providing the PCO a suitable draft document, for review, editing, and approval, which will enable

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the Contractor to perform specific tasks within associated performance periods upon execution. Language that includes unexplained acronyms shall not be used. The proposed WD shall clearly and simply state the requirements with reference to Section C but without merely reiterating the language in Section C. The contractor's format for the proposed WD document is acceptable, but it shall be uniform for all proposed WDs submitted to the Government for review. The information below shall be included:

- a. Reference to the specific requirement(s) by Clause of Section C with applicable CDRL sequence numbers. The Contractor shall only submit WDs within the scope of the contract.
- b. Objective of the work to be performed
- c. Number of hours and material dollars to accomplish the work
- d. Estimated completion date. The Contractor shall specify delivery dates for data items required by the work directive.
- e. Identification of the CLIN under which the work is to be performed.

2.6.2 The PCO will establish priorities for contractor performance on work directives and will review with the contractor the priorities and ranking on all active WDs as required. The Contractor shall redirect all work on any and all WDs within the available funding limits of the contract when so directed in writing by the PCO.

2.6.3 The contractor shall notify the Government immediately of any work directive that duplicates or appears to duplicate work previously contracted for under USMC or Army Contracts, unless specifically requested to do so by the PCO. Duplication of work covered by a previous WD shall be sufficient basis for disapproval of a proposed WD.

2.6.4 The PCO has the option to modify or cancel WDs, in whole or in part, and change the relative priorities assigned. Active WDs may be canceled at any time by the PCO, and the contractor will be notified in writing of the reason(s) therefore. If additions, deletions or revisions to a WD are necessary, or when authorized hours and material dollars remain at the completion of a WD, then the contractor shall prepare a Supplemental WD to reflect the addition, deletion or revision or reduce the authorized hours and material dollars by the residual amounts as required. A supplement which revises the scope or increases hours or material shall also be completed. The Supplemental WD denoting the addition, deletion or revision shall be assigned the original WD number with a suffix to denote the revision. Supplemental WDs to reduce hours or material dollars shall be submitted to the PCO for review, editing, and approval at the earliest possible date, but not later than 60 days after completion of work on the basic WD.

2.6.5 The Contractor is not authorized to incur hours, materials or subcontracting costs that exceed the estimate on each executed WD. Any hours, materials or subcontracting in excess of that authorized is at the contractor's risk and the government has no obligation to accept the cost of hours, materials or subcontracting above that authorized. Anytime the contractor has reason to believe that the hours, materials or subcontracting that it expects to incur in the performance of a WD shall exceed the authorized hours, materials or subcontracting on the WD, the Contractor shall notify the PCO in writing.

2.6.6 The parties (USG & Contractor) agree that the processes for control of WDs may be streamlined. Towards that end, the parties agree to an alternative STS WD Matrix. The parties agree to use this procedure to manage hours, material dollars and subcontract dollars authorized for CLINs having multiple WDs using the same type funding. CDRL A005.

**2.7 Disposal of Hardware**

2.7.1 The Contractor shall repair any hardware if within the contractor's capability and if requested by the Government.

2.7.2 The Contractor shall identify excess hardware in National Stock Number (NSN) sequence via letter to the PCO and copy furnish the APO MRAP AMS Logistics Team in a letter requesting disposition instructions, copy furnished to APO MRAP AMS Logistics. Nonstandard and obsolete hardware shall be identified as such. The Contractor's request for disposition shall include the following information for each item: NSN, Part Number (P/N), Nomenclature, and Condition of the Item (serviceable or unserviceable). NSNs may not be available for some items early in the contract. If this is the case, as much of the required data as is available shall be provided. The Government will provide disposition instructions within 60 days unless there is a mutually agreed upon extension. A copy of shipping documentation shall be provided to APO MRAP AMS Logistics.

2.7.3 No parts shall be reported to the Defense Contract Management Agency (DCMA) Plant Clearance Officer unless so directed by the PCO. The disposition letter identifying items to be reported to Defense Contract Management Area Operations (DCMAO) shall be referenced on the Inventory Schedule B submitted to DCMAO.

2.7.4 The Contractor shall provide a written request for disposition of all excess residual Government-owned hardware within 30 days after work under this contract has ended unless there is a mutually agreed upon extension. Parts listed shall be consolidated to include residual hardware from all contractor departments and organizations and from all WDs.

2.7.5 No WD shall be closed until disposition instructions on excess residual hardware have been implemented and completed, unless the contractor can utilize hardware on future work under the contract.

2.7.6 Mandatory replacement parts with a recovery code of Z shall be discarded IAW Federal, State, and Local Policies with Government disposition instructions. Hazardous materials will be disposed of utilizing Contractor procedures with related costs to be charged to the contract.

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2.8 Contract Data Requirements List (CDRL)

2.8.1 Except for those items that specifically require hard copy submission, all data specified in this Contract shall be provided to the Government electronically. A CDRL Data Item number will be established for each data deliverable and such data items shall be prepared and submitted IAW the CDRL to be set forth in attachment 0001 of the contract. CDRLs will be added to the contract by contract modification and included in the WDS as applicable.

2.8.2 Tailored and non-standard Data Item Descriptions (DIDs) unavailable through normal channels will be furnished with this contract.

2.9 Reports and Data

2.9.1 The Contractor shall prepare technical data in the format and scope specified in the applicable DIDs (DD Form 1664) included in Exhibit A. This information shall be furnished IAW the requirements, quantities, and schedules set forth in the CDRL (DD Form 1423) also in attachment 0001. Data shall be submitted in an electronic format compatible with Microsoft programs (such as Word, Access, Excel, Power Point, etc.) in contractor format unless otherwise specified in the WD. All data deliverables required under this contract that are updates to previously existing documents shall have change bars in the margin where revisions or updates were made by the contractor.

2.9.1.1 Digital documents of standard DIDs called for under this contract can be ordered by going to the Acquisition Streamlining and Standardization Information System (ASSIST) at <http://assist.dla.mil/online/start/>.

2.9.1.2 Although a DID for this effort may make reference to a military standard or specification, that standard or specification is to be used by the contractor for guidance only IAW current Army policy. The only exception shall be for military specifications and standards specifically called out as required within this statement of work, and then only to the extent described. All reports are to be submitted in contractor format at the frequency described for each report.

2.9.2 Monthly Performance Report: The contractor shall submit a monthly Contract Performance Report (CPR) for each active work directive IAW CDRL A117.

2.9.2.1 Monthly Cost Reports. The Contractor shall submit a Monthly Cost Report identifying each WD. The report shall include but not be limited to the following categories: Period of Performance of reported data, total CLIN value, total CLIN hours, total material dollars and total subcontractor dollars where applicable. Within each category, the following shall be reported: percent of CLIN expended, Actuals reported during the report period and cumulative actuals expended. The required data will be required by WD on a WD basis. The Monthly Cost Reports shall be submitted no later than the 25th calendar day of the month following the report period. CDRL A006.

2.9.3 Work Directive Percent Expended Report. The Contractor shall submit every two weeks a Work Directive Percent Expended Report for each funded CLIN. The report shall include but not be limited to identification of the CLIN and the WDs initiated under that CLIN. The WD reporting shall include the following categories: WD Number, WD Manager, WD Title, Hours Authorized, Actual Hours Expended (cumulative), Hours Remaining on WD, Percent Expended and Date estimated hours will be expended CDRL A007.

2.9.4 Work Directive STS Authorization versus Actuals Report. The Contractor shall submit a Work Directive STS report Authorization versus Actual Report once per month for each funded CLIN. The report shall include but not be limited to identification of the CLIN and the work directives initiated under that CLIN. The WD reporting shall include the following categories: WD Number, WD Manager, Number of Heads Authorized, Weekly Actuals, and Variance. CDRL A008.

2.9.5 Contractor Manpower Reporting (CMR) CDRL A009.

2.9.5.1 The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>.

The required information includes:

- a. Contracting Office, PCO, PCOs Technical Representative
- b. Contract number, including task and delivery order number
- c. Beginning and ending dates covered by reporting period
- d. Contractor name, address, phone number, email address, identity of contractor employee entering data
- e. Estimated direct labor hours (including subcontractors)
- f. Estimated direct labor dollars paid this reporting period (including subcontractors)
- g. Total payments (including subcontractors)
- h. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different.)

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- i. Estimated data collection cost
- j. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information)
- k. Locations where contractor and subcontractor perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website)
- l. Presence of deployment or contingency contract language
- m. Number of contractor and subcontractor employees deployed in theater this reporting period (by country).

2.9.5.2 As part of the CMR submission, the contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each Government Fiscal Year and must be reported by 31 October of each Calendar Year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractors system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web site. (For in-theater contracts, requiring activities have the option of requiring more frequent reports).

2.10 In performance of this contract, the Contractor may select on-line access to certain Government systems. Prior to receiving access, the Contractor must ensure that the personnel assigned to these tasks have been cleared to have such access through a Government security investigation. The investigation must be completed prior to the assignment of individual(s) to the sensitive duty associated with these positions. Foreign nationals will not be granted authorization. Contractor access to the on-line systems will be revoked if actions of the personnel assigned to these tasks are found to be clearly in conflict with the interests of the Government.

### 3.0 Engineering Design Support for 2D-3D Models, IBOMs and Drawings

3.1 Engineering Design Support for 2D-3D Models, IBOMS, drawings and CDRLs shall be delivered as defined in WDs. The Contractor shall possess computer aided design (CAD) capabilities to produce drawings and 3D models under this Contract. The Contractor shall possess 3D modeling (3D CAD) and simulation capabilities to produce drawings, models and CAD Model simulations under this contract. The Contractor shall identify the 3D Cad Model system and software version they are using.

3.1.1 The Contractor shall prepare and maintain engineering drawings and models, specifications, interface control documents (ICD), drawing trees, and other technical data comprising the configuration baseline for the APO MRAP RG-31 FOV and Medium Mine Protective Vehicle Type II systems delivered under the production contract in compliance with DISESS- 81000C and MIL-DTL-31000C (TDP) and Attachment 0015 Metadata Attributes List as specified by WD. The Contractor shall complete the Product Drawings and supporting technical data using MIL-STD-100 as a guide, but should use the most stringent elements of all the Mil standards and guidelines Product data for new (initial or direct release) configuration items revised through Engineering Change Proposal (ECP), Request For Deviation (RFD) and Request For Waiver (RFW). Modification of the affected system or equipment items shall be developed and delivered meeting DISESS- 81000C and MIL-DTL-31000 Attachment 0011 TDP Worksheet Vehicle and Attachment 0015 Metadata Attributes.

3.1.2 All product drawings and 2D-3D CAD models created under this contract shall be in compliance with DI-SESS-81000 and MIL-DTL-31000, Attachment 0012 TDP Worksheet STS Hardware and Attachment 0015 Metadata Attributes List and provide the necessary design, engineering, manufacturing, and quality assurance requirements information necessary to enable the government to procure or manufacture an interchangeable item that duplicates the physical, mechanical, electrical, software human, and performance characteristics of the original product, without additional design engineering effort or recourse to the original design activity. Product drawings and CAD 2D-3D models shall reflect the level of design maturity revision level and baseline design that the item has attained at the appropriate configuration item lifecycle phase. The TDPs created under this contract shall be delivered IAW CDRL A100.

3.1.2.1 Technical data prepared with funds of this contract by the Contractor or his subcontractors are property of the Government and shall be provided with unlimited rights to the extent permitted under DFARS 252.227-7013, DFARS 252.227-7014, and DFARS 252.227-7015. The Contractor shall present the list of exceptions relevant to technical data requested.

3.1.2.2 All technical data created and delivered under this contract shall have the appropriate DoD Technical Distribution Statement and Export Control Warning as required by DoD Directives 5230.24 and 5230.25. In order to protect and limit transmission of proprietary information not owned by the Government e.g. commercial technical data (developed at private expense) that is protected by the Contractors limited rights statement IAW DFARS, and is marked accordingly, the Contractor shall apply DoD Technical Distribution Statement E IAW DoDD 5230.24. Configuration items (developed at Government expense) and associated existing technical data with Government Purpose Rights or Unlimited Rights shall have DoD Technical Distribution Statement D IAW DoDD 5230.24.

3.1.3 To the extent created under this contract, the Contractor shall prepare and maintain TDPs, IBOMs and 2D-3D Models for the MMPV Type II and RG-31 Legacy FoV systems to ensure they are current, legible and available for intended uses to populate their various Product Data Management and other technical data storage database applications. Intended 2D or 3D Model and simulation data uses include:

- a. Follow-on vehicle development
- b. Spare parts provisioning and related tasks

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- c. System and Subsystem modifications
- d. System design and integration

3.1.4 To the extent created under this contract, the Contractor shall maintain and deliver a record of past, current and future engineering changes for all drawing and 2D-3D Model revisions. This information will be made available for real time access and review in the Contractors and Governments PDM system via a dedicated secure web based connection of the Contractors design and CM system and the Governments CM-PDM system. The Contractor shall work with the Government to establish a robust process of access approval rights granted by the Government and contractor or Government support Contractors. Government support contractor access will be limited to only specific Contractors Product information associated with this program in both the Government and Contractor systems.

3.1.5 Electronic interchanges between the Contractors 2D-3D Model data to a Model fidelity level requested in the WD and 2D-3D Model data that will be stored in Government systems shall be required. The Government will ensure appropriate access control to protect the contractors data from unauthorized access. The Government is willing to provide the contractor with a review of the access control system used in our PDM and CM systems.

3.1.6 The proper storage and configuration control of this data will be subject to a Government audit as directed in an issued WD.

3.1.7 The Government may issue a WD for individual variant or variant configuration IBOMs, matching 3D models, and associated interface control documentation and drawing tree. A limited design disclosure or cosmetic model may be used to prevent disclosure of proprietary information and allow the Government unlimited rights to the data. CDRL A010

3.1.8 The product data shall be in native and neutral computer aided design (CAD) formats using Digital Product Definition Data Sets and Model Based Definition (MBD) Practices IAW American Society of Mechanical Engineers ASME Y14.100, ASME Y14.41 and ISO 10303 STEP AP 214 (part, assembly models file and product (PDM Schema) structure).

3.1.9 The Government may require the Contractor by WD to provide and update (in revision cycle) a geometry and CAD creation standard for 2D Drawings, 2D and 3D CAD models for the Government to determine Contractors application and disclosure of product data definition set elements is useable an in alignment with Government defined and required geometry and CAD creation standard to ensure easy integration of data for a common geometric X, Y,Z location that all designs are to be based from by both the Contractor and the Government. 2D-3D Models and reporting activities as specified in this SOW shall follow the format and data elements as identified in DISESS- 81000and MIL-STD-31000 (TDP) and Attachment 0015 Metadata Attributes List.

3.1.10 All WDs requiring 2D-3D Model product data export services and reporting activities as specified in this SOW shall follow the format and data elements identified in an ISO 10303 STEP AP 214 data exchange export PDM Schema compliant file.

3.2 Drawing Part Number Assignment, Assignment Report and Drawing/Part Number Engineering Support This section applies only to designs and products developed under this contract.

3.2.1 Drawing Number Assignment - The Contractor shall provide to the Government a Drawing Part Number Assignment Report: Drawing and Part Numbers shall be obtained upon request submitted to the MRAP Program Configuration Management Leader for the MRAP program. The source of the drawing number information will differ between the MRAP variants. CDRL A101

3.2.2 The Contractor shall assign Government-issued Ordnance Part Numbers (OPNs) to all products drawings, models, and associated documents, including package content and kit drawings produced and released under this contract. The Contractor shall request additional blocks of numbers on an as needed basis to their CDM representative.

3.2.3 The Contractor shall maintain a record of all drawings and part numbers assigned which shall be made available to the Government in a Government defined format; fidelity level and frequency enable the Government to allow this data to be integrated into the individual military branches master parts numbering issuance databases.

3.2.4 The Contractor shall deliver on an as requested basis by the Government the Contractors assigned drawing number list and the Government assigned drawing number list. The Contractor shall provide with this list correlation information for the Contractor an MMPV Type II and RG-31 Legacy FoV variants that identifies all historical previous part numbers or part number revisions from the Contractors first production unit to current production unit baseline that were previously used by the Contractor or eliminated by the Contractor in order to apply the new part number assigned. The Contractor shall issue for all assigned part number change request and weekly reports are submitted and reviewed by the Contractor and by the Government assigned CDM representative. The master list for these assigned drawings numbers are to be posted on the Government specified data repository that allows both Contractor and Government access to the same data in real time. CDRL A102.

3.2.5 The Contractor shall prepare and maintain a Drawing, 3D Model and IBOM custodianship master list (CDRL A114) of original released drawings, 3D Models and IBOM in a format and data fidelity agreed by the government which shall be posted on the Government specified data repository that allows both Contractor and Government access to the same data in real time. This list shall be posted as defined in individual WDs.

3.2.6 The Contractor shall prepare and maintain a listing of Original Drawings, 2D -3D Models, documents and their associated IBOMs and baseline definitions, identification for all Original Drawings, 2D -3D Models or Documents submitted to the MRAP data repository. This

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list shall include the historical records of all Original Drawings, 2D -3D Models or Documents that have been previously submitted, are in the process of or will be submitted in the future. The list shall include all historical, current and future drawings submitted Original Drawings, 2D -3D Models from the start of the Contractors Design and Manufacturing of the Contractors MRAP FOV variants. Upon termination or completion of the contract, the Contractor shall prepare and furnish a list of drawings, 2D- 3D Models and IBOM generated under or accountable to this contract.

3.2.7 The Contractor shall manage the Technical Document Storage and access control of all engineering technical documents (Product Drawings, Specifications, Quality Assurance Records, Supplemental Quality Assurance Procedures, Final Inspection Record, Quality Assurance Inspection Equipment Drawings, Specification Change Notice, ECPs, Change Requests (CRs), and Engineering Release Records (ERR)) in their CM and PDM system-

3.3 Acceptance of Product Data (Engineering Drawings, Models and Associated Lists Engineering Support)

3.3.1 All 2D and 3D CAD product drawings and associated lists released due to ECP/RFD/RFW/NOR/ERR will be accepted as specified in the WD.

3.4 Technical Data Back-up Storage

3.4.1 The Contractor shall store original master drawings and copies of all master 3D Models in a fireproof vault and archive securely all delivered source digital data in the Contractors computer software application.

3.5 TDP Revision Services

3.5.1 The Contractor shall provide part CM/DM revisioning services and provisioning for Foreign Military Sales (FMS). Re-visioning services are to include copies of ECPs and respective ERRs and to comply with all CM/DM TDP data management practices defined in the STS for domestically or US based MRAP FOV models provided. All request for TDP Revision Services and reporting activities shall be specified in the WD and follow the format and data elements identified in DI-EGDS-80918.

3.6 3D Modeling and Design Services

3.6.1 The Contractor shall provide, as specified by a WD, on-call and on-site engineering support with 3D modeling, design, Simulation or CAE analysis capabilities on an as required basis necessary to technically conduct or support systems analysis, engineering, tests and evaluation, simulation, manufacturing (prototyping and kitting) integration, technical meetings, and design or field review approval of a part, component, sub assembly, or assembly end item identified as deficient or defective items from field reports, PCA or other Government sources of product failure and reliability and maintainability failure information. This includes technical expertise so that influence is directed toward achieving not only a robust design of the systems, but to allow the Government to achieve parts commonality, use of currently assigned NSN parts, the most current operation and maintenance information, safety, human factors engineering, product assurance, manufacturing science and technology (MS&T), and value engineering information. The Contractor shall prepare and maintain engineering drawings and models, specifications and other technical data comprising the configuration baseline for the Government approved vehicle systems for 3D Modeling and Design Services under this Contract in compliance with DISESS- 81000C and MIL-STD-31000 (TDP) and Attachment 0015 Metadata Attributes List.

3.7 A Master Source Data Report on the Master Data set for the MRAP FOV

3.7.1 As specified in the WD, the contractor shall provide a Master Source Data Report on the Master Data set for the APO MMPV Type II and RG-31 Legacy FoV. This report shall include but not be limited to, a list of engineering drawings, 2D or 3D models and associated lists, associated documents, schematics, installations, diagrams, instructions, software configurations, UID, decals, labels, warnings, critical safety items, kits, armor, manufacturing and process specifications, and other data comprising the TDPs of APO MMPV Type II and RG-31 Legacy FoV. This report shall contain all data identified in the WD.

3.8 Source Control, Vendor Item, 2D-3D CAD, and Drawings Engineering Support

3.8.1 The Contractor shall prepare Source Control and Vendor Item Control Drawings only upon receipt of a WD for the Contractors FOV and baseline variants IAW DI-SESS-81000, MIL-STD-31000, Attachment 0013 TDP Worksheet-SCD, and Attachment 0015 Metadata Attributes List. Source Control and Vendor Item Control Drawings shall have listed two (2) or more sources of supply. The Contractor will look for parts, components, sub assembly or assemblies of currently existing sources of supply in the Governments supply system to determine if the Government part already exists. The Contractor when choosing these design solutions of utilizing items that already have an established NSN, shall validate that the solution chosen meets all design specification reliability, performance and space requirements . Requests for Government authorization shall be accomplished by Contractors written justification to the COTR or COTR representative delineating the need for non NSN assigned source control and vendor item control drawings or 3D CAD models. The Source Control and Vendor Item Control Drawings shall be delivered IAW CDRL A100.

3.9 Requirements for Source Control Drawings (SCDs) shall conform to the following:

a. Maximum use of commercially developed components is essential. No part, component or subsystem shall be developed under this contract

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when it is known that an existent design in industry will satisfy the intended purpose or, can reasonably be adapted to a militarized design in a cost effective manner. First design choice should be the use of an existing Government item readily available in the Government supply system.

b. In order to assure life cycle competition for Non-Developmental Items (NDIs), use of SCDs shall be minimized. When it becomes apparent to the Contractor that a Source Control drawing or 3D Model is in the best interest of the Government, a recommendation will be made to the Contracting Officers CM Representative including the results of a market survey which led to the recommended selection. No SCD shall be prepared by the Contractor, nor shall the Contractor assume that the Government will accept the source control recommendation, unless specific written approval is provided by the Contracting Officers Representative.

c. Recommendation for use of Source Control Data shall not be submitted to the Government until a repair/throw away analysis has been made.

d. Non-Developmental Items shall not be fully detailed unless it can be demonstrated by the Contractor that such detailing does not impair the life cycle competitiveness of the item.

e. Provisioned parts for Source Controlled Items shall be depicted on the 3D Models metadata attributes after a Maintenance Evaluation has been completed and repair part selection validated. In the event such Maintenance Evaluation has not been prescribed within the scope of this contract, even through the component is known to be repairable, no provisioned parts listing will be shown on the drawings or 3D Models.

f. All Source Control Drawings and 3D Models shall contain sufficient information, using guidance from ASME Y14.100 for the Government to procure and accept a part or component which is functionally interchangeable with the original part or component under a secondary item procurement contract and to qualify additional sources. Acceptance criteria and processes on any SCD and 3D Models will, to the extent practical, be similar to what that supplement accomplishes when the item is purchased by other commercial or military agencies. In the event that the Contractor is unable to meet the requirements of these paragraphs, supporting rationale (including schedule risks) for a deviation shall be submitted with the request for Source Control. Approval to the source control will constitute approval of the deviation.

3.9.1 The contractor shall prepare and maintain engineering drawings and models, specifications and other technical data comprising the configuration baseline for the Government approved vehicle systems for Source Control Drawing or Design Services under this Contract in compliance with DISESS- 81000C and MIL-STD-31000 and Attachment 0015 Metadata Attributes List.

#### 3.10 Product Data Drawings, Models, MBD datasets, and Documents Custodianship

3.10.1 The Contractor is responsible for all original data in its possession. The Contractor shall make changes as authorized by WD, and provide the Government with compliant data as part of the ECP/RFD/RFW/NOR/ERR package IAW the ERR requirements of this contract.

3.11 Procedures for Transferring Original Drawings, CAD files, and supporting documentation to the Contractor shall comply with the following sequential procedures at the end of the performance period of this contract:

1. At 60 days before end of contract, submit CDRL A102, Final Technical Data Submission List

a. Provide a list of drawings, CAD files and supporting documents prepared under this contract, in your custody to the PCOs Representative for record verification.

b. Identify and provide a list of pending and outstanding approved ECPs (i.e., where no ERR/drawing/file updates have occurred), cross-reference to drawings/files/documents affected by those ECPs and provide status and anticipated completion date.

c. Provide lists of the following information: (1) Obsolete and superseded drawings, CAD files, and supporting documents and (2) unreleased drawings, CAD files, and supporting documents, created under this contract.

2. At 30 days before end of contract, transfer and document the transfer of (by using letter of transmittal forms) all drawings, CAD files, and supporting documents created under this contract. Attach related inventory lists to each DD Form 250. Submit to the Government representative for signature and verification of receipt. Data to be transferred shall accompany the transmittal letter. Data transfer is to be electronic or CD-ROM or DVD. The Government reserves the right to be present during the drawing / file inventory process. CDRL A103

#### 4.0 System/Subsystem Design Engineering Support

4.1 System/Sub System Design Engineering Support shall be delivered as defined by a WD.

4.2 General System/Subsystem Engineering Support CDRL A011, A012, A013, A014.

4.2.1 The Contractor shall perform System/Subsystem Engineering Support to the extent described below. The Contractor shall provide

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robust solutions to design problems, design improvement requirements and Government directed design investigations in response to field problems. System/Subsystem Engineering Contractor investigative visits to Government CONUS and OCONUS operational facilities or Contractors sub Contractors or supply chain partners as directed by a Government issued WD The Contractor shall supply robust solutions that maintain compatibility of all physical, functional, and technical interfaces with the established system/subsystem design and definition, while coping satisfactory with variation in its operating environment with minimal damage, alteration or loss of functionality. The Contractor shall use their scientific and engineering investigations to ensure compatibility of all physical, functional and technical program interfaces in alignment with the established design and definition.

4.2.2 The contractor shall comply with the plans and specifications listed below or may be asked to either rewrite the plan or provided engineering services to assist the Government in re-writing the plans for all solutions to design problems, design improvement investigations and responses to field problems. The Contractor shall prepare and update each plan as directed by the Government via WDS on an as required basis. Plans may include information such as the following: CDRL A015.

- a. To access change impacts that will require modification or the new creation of the Human Factors Engineering Program Plan
- b. To access change impacts that will require modification or the new creation of the System Safety Program Plan CDRL A016.
- c. To access change impacts that will require modification or the new creation of the Parts Management Plan using DO-SDMP-81748, DI-PACK-80120B, DI-SDMP-81748, DI-MISC-80071E and DI-SAFT-80105B, as guidance.
- d. To access change impacts that will require modification or the new creation of Electromagnetic Interference (EMI)/Electromagnetic Compatibility (EMC) Program Plan.
- f. To access change impacts that will require modification or new testing required of the Contractor to establish and maintain a database of allocated EMI/EMC requirements and test results to evaluate the effect of engineering changes on the overall MRAP RG31 FOV/Medium Mine Protective Vehicle Type II system EMI and EMC.
- g. To provide, perform Reliability, Availability, Maintainability-Durability (RAM-D) Program Plan assessments and testing activities.
- h. To provide, perform or analyze test data to implement conformance to overall system specifications.
- i. To provide, perform system effectiveness studies on proposed modifications relative to the overall system performance in combat and peace time environments.
- j. To provide, perform scientific programming and simulation model analysis in support of resolution for field and production problems.
- k. To provide, perform, create or maintain a Contractor FOV current database of all part, component, sub assembly or assembly weight data of all Contractor, sub Contractor or other Contractor or Government supply chain partners.
- l. To provide, perform, create, maintain or support the Governments MRAP Environmental Assessment program IAW the National Environmental Policy Act (NEPA).CDRL A017.
- m. To provide, perform, create, maintain or support the Governments fire, accident and hazard tracking systems. CDRL A018.
- o. To provide, perform, create or conduct trade-off evaluations and risk analysis to select and document a preferred approach to meeting technical requirements, evaluating design approaches and evaluating feasibility, predictability or Manufacturability and production capability evaluation for any design changes made within Government, the Contractor or sub Contractors and supply chain partners of either organization.
- p. To incorporate into the current or new FOV configurations design of components and systems to allow the Government to implement the latest state-of-the art technology which provides for the highest level of corrosion protection capable of withstanding operation in an environment of high salt concentration, high humidity and high temperature (tropical).
- q. To provide engineering analysis, CAD Model CAE, Simulations to allow the Government to utilize or generate new design practices for the selection of materials, coatings, surface treatments, system geometry, material limitations, environmental extreme, and storage, packaging and preservation requirements, that reflect realistic product usage environments so the Contractor can identify and highlight to the Government, if the design chosen is border line, the designs ability to meet the Government specified environmental operating ranges.
- r. Provide engineering analysis and recommendations of the use of Radioactive Material. Radioactive Material shall not be utilized unless it has been determined that military operational requirements cannot be achieved with such use. Items furnished under this contract, including but not limited to, optical elements/lenses, and other optic items used near the eyes shall contain no thorium, or other source material as defined by Title 10, Code of Federal Regulations, Part 40, in excess of 0.05 percent by weight or any other intentionally added radioactive material, unless expressly required by the specifications. If required by specification to have thorium, source material as defined by Title 10, Code of Federal Regulations, Part 40, in excess of 0.05 percent by weight or any other

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intentionally added radioactive material, the Contractor shall provide a list of all radioactive material including chemical and physical form and activity of the finished item as early as possible to the MRAP COTR, Chief Engineer or Government designated representative for approval of the use of these materials. All Contractor recommendations or Government request for the usage of these types of materials, the Contractor will be required to establish procedural controls of this material to include but not limited to training, necessary protective equipment, required inspections, decontamination procedures, etc. The Contractor shall make every design effort possible so Radioactive material shall not be utilized under this contract. If radioactive material is to be furnished beyond that specified above, the Contractor shall provide a statement that the Government requested use of radioactive materials and shall provide the following information:

1. Reason the Government furnished radioactive material is to be incorporated into the system
  2. Listing of the radioactive materials and their quantities.
  3. Subsystem location of the radioactive material.
  4. Purpose of the radioactive material.
  5. Provide the Nuclear Regulatory Commission License Number for each of the radioactive material used in the system.
  6. To access change impacts that will require modification or the new creation of or to assist the Government in ensuring that the Nuclear Regulatory Commission (NRC) mandatory protection requirements for the purchase, control and installation of all radioactive materials used for the production and logistic support of the MRAP RG31 FOV/Medium Mine Protective Vehicle Type II System is being followed as described in Title 10, Code of Federal Regulations (CFR).
- s. To access change impacts and provide engineering design services that will require modification or the new creation of design information that will require the Contractor to prepare required new specifications and proposed Specification Change Notice (SCN) in a Government and Contractor agreed to defined SCN requirements tracking system as specified by an individual WDs.
- t. To access change impacts and provide engineering design services that will require modification or the new creation of information that will require the Contractor to prepare or help the Government prepare and perform Risk Assessment and System Safety Hazard Analysis using DI-SAFT-80101B as a guide to identify safety hazards associated with the system changes and prepare and furnish a System Safety Hazard Analysis and Risk Assessment analysis for each planned change.
- u. To access change impacts and provide engineering design services, recommend changes for all engineering activities that may require modification of the Contractor FOV to eliminate or reduce significant safety hazards by appropriate design change, material selection or testing. The Contractor shall at the Governments, request via a WD develop a Safety Assessment Report (SAR).
- v. To access change impacts and provide engineering design services, recommend changes for all engineering activities to allow the Government to perform MANPRINT and Human Factors Engineering (HFE) Evaluation on any design changes initiated during this effort.
- w. To access change impacts and provide engineering design services, recommend changes or provide impact reviews for all engineering activities related to Government release changes to Military or Material or Performance Specifications or clauses and determine their impact on the vehicle or production contract. All engineering design services shall provide recommendations to resolve any conflicts in stated document changes above.
- x. To access change impacts and provide engineering design services, recommend changes or provide impact reviews for all engineering activities related to Government request to investigate and resolve problems (Software or hardware pertaining to production or testing).
- y. To access change impacts and provide engineering design services, recommend changes or provide impact reviews for all engineering activities related to materials or FOV vehicle functionality that will impact the Government Class 1 Ozone-Depleting Substances (CIODS) reporting guidelines and shall provide the services needed to test and validate Contractor or sub Contractor adherence to Government Class 1 Ozone-Depleting Substances specifications and standards. These specifications and standards still have automated clauses not indicated in TDPL: MIL-S-8660, MIL-S-46163, and MILSTD- 889. In the engineering design support activities the Contractor should insure the design or recommended changes do not include the use of ASTM-ES24, MIL-M-12218 (Halon), or any other equivalent CIODS extinguishing agent which is prohibited for the duration of the contract. In the event the Government requires the use of either, a separate memo with COTR or designated Government CONTR representative SAO signature will be processed and obtained prior to allowance of this type of material to be use in this contract.
- z. To access change impacts and provide engineering design services, recommend changes or provide impact reviews for all engineering activities related to the population of the Governments MANPRINT system which is a system and process that integrates the full range of Manpower, Personnel, Training (MPT), Human Factors Engineering (HFE), Health Hazards using DI-SAFT-80106B as a guide, System Safety and Soldier Survivability throughout material development and acquisition phases of proposed engineering changes. The Contractor shall integrate and populate these MANPRINT domains in the development and component selection process, as applicable, to ensure the greatest influence on final configuration. The primary goal of MANPRINT shall be to enhance soldier-system performance and optimize Soldier-Machine Interface (SMI) for ease of operation and maintenance by designated users under all required operational conditions. MANPRINT design related issues, accomplishment and crew performance validations, and demonstrations shall be addressed during STS project status meetings, as appropriate.
- aa. To access change impacts and provide engineering design services, recommend changes or provide impact reviews for all engineering activities related to the creation, modification or updating of Computer Software Documentation per Commercially accepted standards

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including but not limited to IEEE/EIA 12207: The Contractor shall be requested to generate/modify all operational computer software under this contract IAW the Contractors Corporate Software Development Standards, Software Development Plan and Contractors Software Configuration Management Control Plans. Each of these plans will be provided to the Government for review and may become the subject of a Government audit of Contractor compliance to the issued plans. The Contractor shall practice software quality assurance IAW the Contractors corporate quality standards and an agreed upon Contractor and Government end user acceptance test procedure. The Contractor shall use a high level programming language that has been previously utilized within the MRAP vehicle software source code. This high level programming language shall meet applicable industry and Contractors corporate Software Development Standards such that the source code is readily maintained by the Contractor. The Government recommends the use of the latest Military standard or commercially accepted standards for the development of all Contractor generated software. The Contractor and the Government shall agree on the software program and coding systems to be used to insure total system integration and software compatibility can be obtained with a wide arrangement of both Contractor and Government furnished equipment. The agreed upon high level programming languages between the Government and the Contractor shall be documented accordingly. Any deviation to existing source codes programming language shall require Government approval via a formal ECP/RFD/RFW/NOR/ERR process.

ab. To access change impacts and provide engineering design services, recommend changes or provide impact reviews for all engineering activities related to the creation, modification or updating of Software Quality Assurance activities. The Contractor shall maintain a Software Quality Assurance Program (SQAP) to meet, as a minimum, the requirements of IEEE/EIA 12207 for software developed under this Contract. The Contractors Organizational Divisional Procedures (ODP) or equivalent, requiring tailoring to meet the needs of a particular software development effort, will be submitted to the Government prior to the start of that specific software development effort via the Government specified data repository storage location.

4.2.3 All request for System/Subsystem Engineering Support and reporting activities as specified in this SOW shall use the format, data elements and frequency of delivery as specified in the WD.

4.2.4 For each proposed change to covered vehicle system end item, major item, and secondary item, the contractor shall first determine vehicle system or component "ownership" in order to prevent conflicting requirements and undesirable changes for items in common use with other vehicle systems; e.g. Oshkoshs M-ATV MRAP with GDLS-Cs RG-31.

4.2.5 Reserved.

4.2.6 When "ownership" is, in fact, covered by another vehicle system it is incumbent on the contractor to notify the COTR of the potential interaction,

4.2.7 If there is a cross-system conflict the Government will resolve the issue and provide appropriate direction by either modifying the existing WD or issuing a new WD.

4.3 General System/Subsystem Engineering Support for GFE items

4.3.1 The contractor shall provide services to access change impacts, provide engineering design services, recommend changes or provide impact reviews for all engineering activities related to the creation, modification or updating of Government Furnished Information (GFI).

4.3.2 All request for System/Subsystem Engineering Support for GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of delivery specified in a WD.

4.4 Transportability Engineering Support

4.4.1 The contractor shall provide Transportability Engineering support an a list of Contractor or Government provided components or items that may affect the transportability of the Contractor variant or FOV in a Contractor prepared Transportability Report using DI-PACK- 80880C as a guide for all design modifications made to their vehicles to support the implementation or removal of any requested GFE modifications affecting the system's overall weight, dimensions, center of gravity or transportability capability requirements. The Contractor shall perform transportability testing for design modifications affecting vehicle transportability as directed by WD. The Contractor shall prepare a Transportability Test Report IAW providing data elements equal or above DI-MISC-80048 60 days before validation and verification. All request for System/Subsystem Engineering Support for GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of delivery.

4.5 General System/Subsystem Engineering Support for Critical Safety Items (CSI)

4.5.1 The contractor shall identify Critical Safety Items (CSIs) within the TDP and shall provide engineering per DI-SAFT-80970A. Design analysis and testing services will allow the Government to access the field concerns or issues that may surround CSI items, as in DI-HFAC-80938A. The Contractor shall perform or use their scientific and engineering investigations to ensure compatibility of all physical, functional, software, human and technical program interfaces are in alignment with the established design and definition and configuration management impacts of all vehicles. The Contractor shall provide estimated CSI design and integration services for all components, parts, sub assemblies or assemblies. The Contractor shall provide estimated CSI design and integration service prices for all components, parts, sub assemblies or assemblies in a Government specified Government Competitive Cost Analysis format required of

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the Government Acquisition functional area format to insure that of the fidelity of information is standardized and formatted to expedite the Competitive Cost Analysis requirements of the Governments Acquisition team requirements for all CSI vendor parts including piece parts, provided 60 days before parts need to be ordered. The Government applies the following definitions to Critical Safety Items:

1. Critical Safety Item: 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 an unsafe condition. Unsafe conditions include conditions which would cause loss or serious damage to the end item or major components, loss of control, or serious injury to personnel.

2. Critical Safety Characteristics: Any feature (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 item.

4.5.2 The contractor shall perform design and engineering analysis of each CSI and assembly process so that these CSI items are clearly identified by the Contractor as such on the 3D Models, part drawing and assembly drawing in association with Contractor or Government generated Quality Assurance documentation (i.e., Quality Assurance Requirements and Quality Assurance Provisions (QAR/QAP) that meet Government or Contractor (QAR/QAP) standards, whichever is more robust, and agreed upon for use by both the Contractor and the Government COTR representative. The Contractor shall ensure that all critical safety characteristic(s) for each CSI are clearly identified as such on all 3D Model metadata attributes, drawings or engineering parts and assembly drawings, technical and training manuals and publications, and for all Government parts provisioning activities. The 3D Models drawing numbers, etc, shall be identified in all QARs and QAPs. Critical safety characteristics will require 100% inspection per the agreed upon QAR or QAP. The specific method for marking drawings shall be as delineated in ASME Y14.100 Engineering Drawing Practices.

4.5.3 The contractor shall provide CSI analysis and engineering activities to support the generation of the data sources, methods, and guidelines as follows:

a. The Contractor shall provide sound and robust engineering analysis and judgment IAW applicable US Federal, State, and local laws and regulations

b. Reserved

c. The Contractor shall provide Failure modes and effects, criticality analysis ARP 5580 utilizing as a guide the latest version of MIL-STD-338. All FMEA Analysis shall conform to the requirements of the data elements needed to populate the Government FARCAS Risk Management Systems. The Contractor will be provided access to this system and will be required to post all performed FMEA analysis into this system and shall notify the designated Government representative that this action has been completed. The contract shall provide, if not on the FARCAS system, a form and means of identification of the associated contract number, ECP number, RFQ # or WD #, and affected FOV Vin # and configuration baseline variant associated or affected by the analysis.

d. The Contractor shall provide safety assessment and safety hazard analysis (MIL-STD-882D) as a minimum standard for providing this analysis. These individual assessments are to be delivered and loaded into the Government specific forms and format and electronically loaded by the Contractor into various Government specified data repositories for storage retention of this information.

e. The Contractor shall provide CSI prototyping services and development testing and operational testing results of Government requested CSI. These individual assessments are to be delivered and loaded into the Government specific forms and format and electronically loaded by the Contractor in the Government data repository for storage retention of this information.

f. The Contractor shall provide RAM engineering assessments utilizing as a guide the latest version of MIL-STD-338 as a minimum standard for providing the analysis. These individual assessments are to be delivered and loaded into the Government specific forms and format and electronically loaded by the Contractor in the Government data repository for this information. The Contractor may use Government available or Contractor previous experience using like items or designs for RAM engineering assessment activities.

g. The Contractor shall provide Logistics Management Impact engineering assessments with CSI issues as directed by a Government WD.

h. The Contractor shall provide engineering , logistic, safety, and software assessments or component qualification test and test results as requested by the Government on any CSI identified item.

i. The Contractor shall provide engineering services to the Government to support requirement gathering pertaining to CSI to help the Government validate and ensure that all critical safety aspects of the design are accurately reflected, software, parts and materials operate well below fatigue limits and stress levels, and the design allows for assessment by inspection and nondestructive inspection equipment. Whenever the Contractor is asked to perform validation testing it must be based on engineering analysis or software testing of the critical safety item characteristics and should consider changes and deterioration through time or use, fatigue life, and operating and environmental conditions.

j. The Contractor shall provide a CSI drawing impact list that shall be maintained and updated throughout the life of the contract and posted on the Government specified data repository. The CSI shall also reference the vehicle class type, variant type, VIN #s affected

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and any related IBOM information to allow easy cross reference of CSI Items to the Engineering IBOM and 3D Model or drawings. This list shall be dynamic in nature with changes taking place as experience and knowledge is obtained and design changes are incorporated. Reports shall be developed IAW DI-SAFT-80970A as a minimum requirement. When the Contractor is performing these analyses the Government shall be permitted access to the Contractor's backup documentation whenever requested to aid and assist in the Government functional area awareness of these analyses.

k. The Contractor shall provide a list of components having a requirement for nuclear hardening as part of the CSI effort. The nuclear hardening requirement shall be highlighted as a critical safety characteristic in the TDP and CSI list. All request for Critical Safety Item Support services for all MRAP FOVs or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of deliver as identified in DI-MGMT-80258A.

#### 4.6 Environmental, Safety, & Occupational Health (ES&OH)

4.6.1 General: The contractor shall identify and control conditions, real or potential, that can: (1) cause injury, illness, or death to personnel; (2) damage to or loss of a system, subsystem, part or component, equipment, or property; or, (3) damage to the environment occurring during normal and abnormal operation of MRAP vehicles for the parts, component, subsystem or system, including software provided as part of this contract, including subcontractor provided parts, components, subsystems or systems. The Contractor shall not degrade existing MRAP safety related design features. The contractor shall use the system safety methodology in MIL-STD-882D (System Safety Program Requirements), as tailored in the Statement of Work (C.4.6.2.1.). System design and operational procedures developed or updated by the Contractor shall incorporate the following:

- a. Identifying hazards associated with the system by conducting safety analyses and hazard evaluations. Analysis shall include both operational and maintenance aspects of the vehicle along with potential interface problems with planned subsystems.
- b. Eliminating or reducing significant hazards by appropriate design or material selection and software design applications.
- c. Controlling or minimizing hazards to personnel which cannot be avoided or eliminated.
- d. Locating equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards such as high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values, including all moving parts and mechanical power transmission devices.
- e. Identification and safe system discharging of mechanical, electrical, pneumatic or hydraulic or liquid system designs to exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel and the Contractor shall ensure the design solutions be either enclosed or guarded but designed so all the protective devices shall not impair operational functions.
- f. The Contractor shall ensure that suitable warning and caution notes in all manuals and publications and shall specify standard Government warning labels types and placement locations as well as instructions for safe operation, maintenance, assembly and repairs and distinct markings placed on hazardous components of equipment of the Contractors FOV and various variants. This data will be shared with the Government in the Government specified format and placed into a Government specified data storage location. The Contractor shall maintain and update throughout the life of the contract and posted on the Government specified data repository. The Contractor shall provide engineering service support CONUS and OCONUS to install or update warnings labels and caution notes in previous or newly delivered technical manuals or publications or vehicles, individual parts, components, sub assemblies or assemblies and could be sourced with the placement of the labels.
- g. The Contractor shall ensure that safety is considered in the design for both operational and maintenance phases of the use of the system or vehicle.
- h. The Contractor shall ensure the Vehicle and the vehicle safety systems meet the Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR) in their design solutions or design change solutions.
- i. Hazardous materials will be disposed of utilizing Contractor procedures IAW applicable local regulations with related costs to be charged to the contract.

#### 4.6.2 SAR Generation Engineering Support Services

4.6.2.1 The Contractor shall perform and document a system safety assessment to identify all safety features of the hardware and software design. The assessment shall also identify hardware, software and procedural related hazards that may be present in the system, sub-system, part component or equipment. This assessment shall be a comprehensive evaluation of the risk of a mishap occurring prior to testing or operation of the system. The Contractor shall identify Health Hazards associated with the system and incorporate them into the SAR. A health hazard is defined as an existing or likely condition, inherent to the operation, maintenance, transport, storage or use of material and equipment, which can cause death, injury, acute or chronic illness, disability or damage to the environment. In preparing the health hazard portion of the SAR, the Contractor shall provide as a minimum: Noise (steady state and Impulse), Toxic Gases, Chemical Hazards, Ionizing or non-Ionizing radiation, Heat and Cold, Shock and Vibration to crew members,

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Electromagnetic Radiation, generation of hazardous waste and Biological Hazards. As a result of any safety analyses, hazard evaluations, Government or independent Contractor testing, the Contractor shall prepare a SAR in Contractor format. This requirement applies to the prototype and production level hardware, as well as subsequent block upgrades and safety ECPs. The SAR shall be submitted IAW DI-SAFT-80102B and CDRL A014.

The SAR shall:

- a. Briefly describe the part, subsystem, component or system and its components including software.
- b. Provide general physical characteristics of the system and components and describe how the software works in the system (use photos, diagrams, sketches or drawings).
- c. Identify all safety features of the hardware, software, system design and inherent hazards.
- d. Establish special procedures and precautions to be observed by Government test agencies and system operators and maintainers to ensure the safety of personnel and property.
- e. Summarize the safety criteria and methods used to classify and rank hazards.
- f. Summarize results of tests and analyses used to identify hazards. Include results of tests conducted to validate safety criteria or requirements.
- g. Identify hazards that still pose a risk to users, and actions that have been taken to reduce this risk.
- h. Categorize hazards as to whether they may be expected to occur under normal or abnormal use.
- i. Annotate any hazardous material generated or used in the system.
- j. Provide the appropriate procedures and precautions for packaging, handling, storage, use, transportation and disposal of the hazardous material identified in (i).
- k. Include explosive hazard classifications for the hazardous material identified in (i).
- l. Include applicable Material Safety Data Sheets for all chemicals used.
- m. Identify all reference or source documents used to prepare the report.
- n. Include a signed statement from the Contractor indicating that identified hazards have been controlled or eliminated and the system is ready for operation and test.

4.6.2.2 SAR Updates

In the event the software, part, component, subsystem or system is modified or procedural changes are made, the Contractor shall update the SAR to reflect those modifications or changes. The Contractor shall submit an updated SAR IAW DI-SAFT-80102B and CDRL A014. After this second SAR delivery, the Contractor shall provide updated SAR change page notices within 30 days after any new modification or change is implemented. In addition, the Contractor shall immediately notify the Government (within 24 hours) via phone or fax if new hazards or increased risk and hazard probability levels are identified while Government testing of the part, component, subsystem or system is ongoing.

4.6.3 Hazard Tracking

The Contractor shall develop a method or procedure to document and track all hazards, to include those identified through testing and other analyses, from identification until the hazard is eliminated or the associated risk is reduced to a level acceptable to the Government IAW CDRL A018. A central file or document called a "Hazard Log" shall be maintained. The Hazard Log shall contain: A description of each hazard, to include cause, possible effect and hazard category; Status of each hazard; Traceability of the mitigation measures on each hazard from the time the hazard was identified to the time the risk associated with the hazard was reduced to a level acceptable to the Government.

4.6.3.1 Hazard Log

The definitions of Severity Categories and Probability Levels identified below shall apply when determining whether a hazard must be identified on the Hazard Log.

Hazard Severity Category:

- a. Catastrophic I: Death, system loss or severe environmental damage.
- b. Critical II: Severe injury, severe occupational illness or major system or environmental damage.

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- c. Marginal III: Minor injury, minor occupational illness or minor system or environmental damage.
- d. Negligible IV: Less than minor injury, less than minor occupational illness or less than minor system or environmental damage.

## Hazard Probability Levels:

- a. Frequent A: Hazard is likely to occur. Hazard will be experienced frequently.
- b. Probable B: Hazard will occur several times in the life of the item or component.
- c. Occasional C: Hazard likely to occur sometime in the life of times the item or component.
- d. Remote D: Hazard unlikely, but could possibly occur in the life of the item.
- e. Improbable E: Hazard is so unlikely, it can be assumed not to possibly occur. CDRL A014 (Hazard Log)

## 4.6.4 Disposition and Closeout

All hazards must receive final disposition by the Government. The Government and the Contractor shall mutually agree as to whether a hazard requires a redesign; however, any redesign required due to a hazard shall be performed at no cost to the Government, and the adequacy of the design change shall remain the responsibility of the Contractor. All hazards closed out in the log shall be supported by formal risk acceptance decisions by Government Risk Acceptance Authorities, as prescribed in DoD Instruction 5000.2.

## 4.6.5 Safety Review Support

The Contractor shall provide support, when determined necessary by the Government for analysis activities of Class A and Class B mishap investigations and formal safety reviews in support of the program i.e., Weapons Systems Explosives Safety Review Board (WSESRB), Laser Safety Review Board (LSRB), and Lithium Battery Review process.

## 4.7 Analysis of Field Problems Support Services WDs.

4.7.1 The contractor shall evaluate Test Incident Reports (TIRs), Equipment Improvement Recommendations (EIRs), Recommended Changes to Publications (DA Form 2028), Government Suggestions (DA Form 1045), Unsatisfactory Equipment Reports (UERS), and similar documents to determine whether a change is required in the APO MRAP AMS Logistics Support System, to include tools, test sets, Technical Manuals (TMs), and maintenance concepts. If the Contractor determines that a change in maintenance concept is required.

4.7.2 The Contractor shall resolve long-term problems and develop quick fixes to field problems. The quick fixes shall provide interim solutions to field problems on an expedited basis. The resulting documentation and data shall be the minimum required to implement the fix. The Contractor shall then develop the data further through testing, cost effectiveness studies, and design reviews that shall result in a change to the documentation in the system TDP.

4.7.3 Support Services: The Contractor shall provide support relating to the contract items and data at Government specified locations. Such services consist of training; coordination, attendance at program, technical and logistics meetings; support of Government test; and field review of deficient or defective items. The Contractor shall develop special interim or work around procedures and techniques using test sets to solve MRAP field problems as appropriate.

4.7.4 Fielding Coordination: MRAP FOV Technical Manuals (TMs) and Interactive Electronic Technical Manuals (IETMs), (CDRL A113), Electronic Technical Manuals (ETMs): The Contractor shall coordinate the planning of draft troubleshooting changes to the MRAP FOV TMs with retrofit of fielded test set hardware and firmware to ensure their concurrent delivery to field sites.

## 4.8 TMDE Support Services shall be provided as required by WD

4.8.1 The Contractor shall maintain a continuing program for analysis of system, component and TMDE deficiencies based upon inputs obtained by field engineers or furnished by the Government. The Contractor, where necessary, shall fabricate hardware for engineering test; conduct engineering tests, monitor user tests; prepare final designs and develop Source Data for an ECP/RFD/RFW.

4.8.2 Analysis of Changes: The contractor shall provide analysis of all MRAP ECP/RFD/RFWs/NOR/ERR potentially impacting TMDE to the appropriate TMDE Contractors. For those ECPS/RFW/RFD assessed by the Contractor as having TMDE impact, The Contractor shall comply with the Government CM and PDM system requirements defined in section C.2 and C.4 Correction/Changes to TMDE / VHMS. When the analysis determines the need for change to TMDE / VHMS to correct problems or maintain compatibility with the MRAP FOV, the Contractor shall provide the following services:

- a. For Hardware Corrections/Modifications the Contractor shall:
  - 1. Investigate and analyze test set related deficiency reports to identify nature and source of each problem.
  - 2. Investigate and analyze test set related operational test problems to include failure reports and the like.
  - 3. Develop solutions to problems related to system operation, vehicle test, failures, hardware and firmware, performance and documentation.

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- 4. Conduct investigations, studies, or programs as approved by specific WDs for TMDE hardware.
  
- b. For TMDE Physical/Function Interface Corrections/Modifications the Contractor shall:
  - 1. Provide on-site support or investigation and field tests upon request.
  - 2. Work with the appropriate TMDE Contractor to perform functional or interface non-compatibility analysis where vehicle application adversely impacts test set physical and functional configuration baseline.
  
- c. For Software Corrections/Modifications the Contractor shall:
  - 1. Investigate and analyze test set related deficiency reports to identify nature and source of each problem.
  - 2. Develop solutions related to system operation, diagnostic failures, and message interpretation.
  - 3. Conduct investigations, analysis, or programs as approved by specific WDs for TMDE / VHMS Software.
  
- 4.8.3 TMDE Software: The Contractor shall work with the appropriate TMDE Contractor to ensure the compatibility of TMDE software to the MRAP Program.
  
- 4.8.4 Direct Support Electrical System Test Set (DSESTS)-MRAP/FOV Validation: As specified in the WD, the contractor shall perform validation of proposed engineering changes and product improvements to the DSESTS-MRAP/FVS diagnostic test set. This shall apply only to changes to the MRAP peculiar applications programs and commonly shared executive program.
  
- 4.8.5 Embedded Diagnostics/Health Management Validation: As specified in the WD the contractor shall perform validation of proposed engineering changes and product improvements to Embedded Diagnostics and Health Management Systems. This shall apply only to changes to the MRAP peculiar applications programs and commonly shared executive program.
  
- 4.9 Software Retrofit
  - a. The Contractor shall assist the Government and TMDE Prime Contractors in the coordination of all software field updates associated with the DSESTS-MRAP/FVS, Embedded Diagnostics, Prognostics and Health Management.
  - b. The Contractor shall recommend when a software update should be performed based on the magnitude and significance of the software corrections and modifications.
  
- 4.9.1 The Contractor shall follow industry standards in the efforts of software architecture, design, coding, testing, safety evaluation, software reliability and robustness, as it relates to software development efforts.
  
- 4.10 Government Furnished Equipment (GFE) Repair: The Government will provide for the maintenance of all GFE TMDE provided for the performance of this program.
  
- 4.11 Configuration Management (CM)/Configuration Change Review: The Contractor shall review all ECPs and RFD/RFWs on TMDE hardware and software, which are furnished by the Government or TMDE Contractors. The review shall assess the compatibility of the proposed changes with the MRAP FOV Configurations, potential impact to MRAP logistic support element (i.e. LMI, TMs, Training), and the quality aspects of change.
  
- 4.12 Development of Improvements to Contract Vehicle Systems
  - 4.12.1 The Contractor, as authorized by WD, shall furnish the supplies and services necessary to:
    - a. Develop improvements to the contract vehicle system.
    - b. Integrate improvements into the system.
    - c. Provide technical support and interface concerning the MRAP FOV to related developmental programs.
    - d. Provide support and interface to other programs is limited to providing technical information, data, and expertise on MRAP FOV, derivatives and related equipment.
  - 4.12.2 The Contractor shall perform system analysis, definition, integration planning, preliminary design, and full development as required by WD. Work may include engineering, manufacturability, prototyping, test (both conduct of Contractor and support to Governmental testing), RAM-D, quality assurance, configuration management, safety, MANPRINT, and integrated logistics support as

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certified by WD and the applicable paragraphs of the statement of work. Technical data and computer software required from this work will be specified by WD.

4.12.3 During system analysis, definition, integration planning, and design, the Contractor shall ensure that logistics, producibility, quality, human factors safety, MANPRINT, test RAM-D, and environmental impact are considered. All trade-off evaluations conducted shall include consideration and an estimate of production cost and, if applicable, retrofit and further development costs in the study. The Contractor shall participate in the following:

- a. Systems Requirements Review
- b. System Function Review
- c. System Design Review
- d. Preliminary Design Review
- e. Other interim program reviews

4.12.4 The Contractor shall support Government demonstrations of MRAP developmental systems and components. These demonstrations of developmental systems may include but are not limited to Army War fighting Demonstrations, Experiments and Rotations at the National Training Center. Support may include the design and documentation of the system or component improvement as well as on-site technical and logistics support to the demonstration.

4.12.5 All request for Analysis of Changes Support services for the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of delivery and shall use DI-MGMT-80995A, DI-MGMT-80933 as guidance in these documents.

4.13 Design Improvement Investigation Support:

4.13.1 The Contractor shall conduct a program of design improvement and study for the purpose of improving performance and RAM-D of the MRAP FOV System via individual WDs issued for these support services. The Contractor shall present design reviews and recommendations on the feasibility of implementation of the design improvements. The Government may direct investigations into the following areas of design:

- a. Electrical Projects
- b. Safety Related
- c. Armament Projects
- d. Auxiliary Systems Projects
- e. Engine/Power Train Interface Projects
- f. Structures Projects
- g. Armor Projects
- h. Suspension Projects
- i. Special Vehicle Equipment Projects
- j. Test Measurement and Diagnostic Equipment (TMDE) Projects
- k. System Software Projects
- l. Vetric Unique Equipment Projects
- m. Training Aids and Devices, Simulations, Simulators (TADSS) Projects
- n. Condition Based Maintenance (CBM) Projects
- o. Prognostics and Health Management Projects
- p. Other Projects

4.13.2 All request for Design Improvement Support services for the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of delivery as specified in a WD.

4.14 System Test Program/ Overall Test Program Support

4.14.1 The Contractor shall coordinate the planning, execution and evaluation of all Contractors testing, the supply of support and services required for all Contractor and Government testing, monitoring at Government test sites and reporting requirement. The permanent relocation of Contractor technical representatives to remote field test sites is authorized to meet requirements of the contract in a manner that is both most economical and beneficial to the Government. In addition, the Contractor shall provide the necessary special test facilities, and all effort and material necessary for conducting essential Contractor in-house testing, including subcontractors testing required in support of Government test and evaluation objectives.

4.14.2 The Contractor shall correct deficiencies identified by the Government Inspectors inspecting MRAPs during initial receipt at Government test sites.

4.14.3 The Contractor shall furnish the necessary technical management for planning and execution of support and services for conducting system tests.

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4.14.4 The Contractor shall procure and maintain state-of-the art tools, timers and counters and special test equipment in test vehicles specified in the system test schedule. Included shall be equipment and software required for the downloading of documentation, distribution, and processing of test data and reports and records.

4.14.5 The Contractor shall provide System Support Packages (SSPs) or other maintenance and spare parts support for MRAP FOV and derivative test vehicles for their continued operation throughout the period of this contract. This includes repair and replacement of MRAP subsystems and components in order to bring the test vehicle(s) into satisfactory condition for test, training and logistics events.

4.14.5.1 The SSP is a composite package of support resources, to include spare parts, special tools, etc. SSPs shall be provided, when required, by appropriate WD. Items not furnished in sufficient quantity shall be provided by the Contractor to the specified location within 24 hours after notification of the shortage. All items comprising an SSP shall be the same configuration and source as will be used on the MRAP production vehicles.

4.14.5.2 The Contractor shall provide a list of the SSP items to the Government specified in the WD, unless otherwise agreed to by the parties, using DI-MISC-80508B as a guideline off SSP List items.

4.14.5.3 The Contractor shall assemble, furnish, package, pack and ship the SSP to the designated site(s). The SSP shall be coordinated with the Government and shall consist of some or all of the following in C.4.14.5.4 through C.4.14.5.13:

4.14.5.4 Spare or repair parts and parts needed to meet the requirement arising from predicted failures, scheduled maintenance and anticipated wear out sufficient to support the test requirements described by WDs: The SSP to support Logistic Demonstrations shall consist of mandatory replacement items and items most likely to be consumed or broken during a disassembly or assembly process, such as seals and gaskets.

4.14.5.5 Special Tools and Test Measurement and Diagnostic Equipment (TMDE): Required common tools or tool kits, equipment and TMDE identified in the Government supply catalogs shall be identified on the SSP list, but need not be physically present in the SSP. The Contractor shall identify and utilize existing Government tools and test equipment to the maximum extent feasible. Required tools and TMDE not found in the Government supply catalogs shall also be identified in the SSP list and be provided as part of the SSP. Tools and TMDE not found in the Army supply catalogs shall be designated as special tools and special TMDE.

4.14.5.6 Equipment Publications: The most recent version of each equipment publication shall be identified on the SSP list and shall be provided as part of the SSP. When updates are made to any publication during the course of Logistic Demonstrations or testing, those updates shall be forwarded to the appropriate site(s).

4.14.5.7 Basic Issue Items (BII) and Components of the End Item (COEI): BII as required by the specifications and COEI shall be identified in the SSP list. Additional BII and COEI need not be physically present in the SSP if complete BII and COEI packages are provided with the Logistic Demonstration and test vehicles.

4.14.5.8 Expendable Supplies: Expendable supplies such as petroleum, oils and lubricants, shall be identified in the SSP list. Only unique (not Military Standard) products shall be physically present in the SSP.

4.14.5.9 Personnel Requirements: The Military Operational Specialty (MOS) and skill level required to operate and maintain the vehicle system shall not be identified in the SSP list.

4.14.5.10 Support Equipment: Equipment already existing in the Army inventory to support the vehicle system, such as recovery vehicles and towing devices, shall be included in the SSP list, but not provided by the Contractor as part of the SSP.

4.14.5.11 The Contractor shall prepare and review test plans/reports as directed in a WD

4.14.5.12 Test Support: The Contractor shall supply test hardware, software, labor, parts facilities, instrumentation and other items necessary to perform tests as directed by the Government. CDRL A019.

4.14.5.13 All request for System Test Program/ Overall Test Program Support services for the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency and shall use DI-QCIC-81110 as a guideline for this data.

**4.15 Special Tools and Support Equipment**

4.15.1 The Contractor shall conduct a program to support the tools, special tools and test equipment for new or redesigned components. If tools or test equipment require change as a result of design change or field identified problems, an ECP/RFW/RFD shall be prepared.

4.15.2 The Contractor shall provide the necessary personnel, services, materials, and facilities to acquire and deliver to the Government, prototype and final configuration model tools and support equipment, along with adequate numbers of spares and support LMI

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data. The Contractor shall validate the redesign, and incorporate necessary changes, as part of the tool redesign or design effort. The Contractors must maintain CM Control of all Special Tools and Support Equipment types revisions levels used on each MRAP FOV variant shall directly associated these with the Contractors vehicle variant, model and affected VIN # and specific part, component, sub assembly or assembly # the STSE is used.

4.15.2.1 Table of Distribution and Allowances (TDA)/Table of Organization Equipment (TOEs) The most current series TOEs shall be provided by the Government as required for use in making support equipment determinations.

4.15.2.2 TDA/TOEs for National Guard units shall be used to make support equipment determinations related to fielding of National Guard units.

4.15.2.3 All support equipment technical data shall be subject to Contractor CM control and Government modification and change approval. When a new or additional support equipment need is indicated, the Contractor shall follow the order of precedence below in submitting a suggested item:

a. Use of equipment available to MRAP FOV using units or MRAP support units.

b. The modification of already available equipment or a Table of Organization and Equipment (TOE) change which authorized the recommended item at a lower level.

c. The use of a Federal Supply item by adding it to the units TOE as common equipment.

d. The use of a Federal Supply item by adding it to the MRAP FOV repair Parts and Special tools List (RPTSL) as a special item.

e. The development of a new support item.

4.15.2.4 In addition to LMI, the Contractor shall maintain, and furnish to the Government as required, special tool records and documentation. These shall include, but are not limited to, drawing and print files; prototype or production procurements; implementation of ECRs, EIRs and field suggestions. CDRL A035

4.15.2.5 All requests for Special Tools and Support Equipment Support services for the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of deliver as defined in a WD

**4.16 Specifications and Standards Service Support**

4.16.1.1 The Contractor shall prepare and provide for the Government real time web based access to all contractor used product specifications in support of the provided Contractors MRAP FOV Variants.

4.16.2 New specification shall be proposed and submitted using the standard Government Specification Change Notice Form and shall be incorporated in an ECP/RFW/RFD/NOR and submitted via the Government provided PDM Link or MEARS ECP/RFD/RFW management system for Configuration Control Board (CCB) action.

4.16.3 The application of specifications, standards and related documents shall be limited to documents specifically cited in the contract as requirements, and to specified portions of documents directly referenced therein (first tier references). Reference documents (second tier and below) will be identified in the WD as required if they are to be used as other than guidance.

4.16.4 All request for Specifications and Standards Service Support Implementation Engineering Support services for the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of deliver as identified in the WD

**4.17 Software/Firmware Design and Configuration Control**

4.17.1 As specified in the WD, the contractor shall operate a software and firmware configuration control system that assures positive control of release and changes to new and existing software/firmware. At any time the Government may audit the proper storage, configuration control and use of practices as defined in Std EEE/EIA 12207 and Mil HDBK-347-NOT.

4.17.1 As specified in a WD, the contractor shall maintain Software development libraries using an automated configuration control tool.

**4.18 Software Support Equipment**

4.18.1 As specified in the WD, the contractor shall maintain the software development, software configuration management, software integration and test effort and shall include maintenance of laboratory equipment, procurement of updated hardware as the production hardware changes and operation of a system problem report data base and closed loop resolution system. The Contractor shall also maintain the MRAP computer simulators with the latest Soldier Machine Interface per the most current software version.

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4.18.3 Software Quality Assurance. The Contractor shall maintain a Software Quality Assurance Program (SQAP) to meet, as a minimum, the requirements of IEEE/EIA 12207.

4.19 Equipment Publications

4.19.1 As specified in the WD, the contractor shall provide the most recent version of each equipment publication. When updates are made to any publication during the course of Logistic Demonstrations or testing, those updates shall be delivered as specified in the WD.

4.20 Reliability, Availability and Maintainability-Durability (RAM-D) Program to be authorized by WD

4.20.1 The Contractor may be required to update the MRAP FOV Reliability and Maintainability Program Plan(s) to reflect the current phase in the MRAP Life Cycle.

4.20.1.2 The Contractor shall perform special RAM-D evaluation and analysis as determined necessary by the Government. As required by the WD, Special evaluation and analysis maybe required for the Product Improvement Program (PIP) and Cold Region Test Center (CRTC) tests.

4.20.1.3 Contractor may be required to provide analysis and support to Government scoring, aggregation and close-out conferences and provide support to corrective action meeting for the MRP Test Program as required by WD. The Contractor may be required to prepare documentation, presentations and consolidation of corrective actions in support of scoring conference for system testing.

4.20.1.4 Contractor shall perform RAM-D evaluation and analysis as determined necessary by the Government and shall report all RAM-D evaluation and analysis data on a format, frequency, Government repository location and data fidelity agreed to by the Government.

4.20.1.5 Contractor may be required to conduct failure analysis of failed hardware IAW the RAM-D Program Plan from field and test sites for all System Testing. Test failure analysis coverage may be deleted or substituted as authorized by the Government.

4.20.1.6 The contractor shall maintain a closed loop system to report, analyze and generate corrective actions for failures encountered during System Testing. Contractor shall maintain a continuous record of open and closed Test Incident Reports (TIRs). The Contractor shall record the length of time and the incident by classification.

4.20.1.7 The contractor shall conduct failure analysis to identify the root cause for failure of items identified by the Government, studies to correct known or potential deficiencies, to accomplish product improvements, to accomplish cost reductions, and to maintain current contract item data for serviceability and intended use. Such studies may be required with respect to proposals for engineering changes and attendant processes and methods. All efforts shall consider logistics and any impact to maintainability or supportability. In performance of these efforts, the Contractor may be required to contact or coordinate with current MRAP manufacturers and major vendors in order to resolve issues, ensure continued producibility, etc. Issues affecting these other companies must be considered and related risks weighed in the performance of this contract. The Contractor shall report all failure analysis and root cause data.

4.20.1.8 The Contractor shall prepare cost estimates, technical reports, calculations, layouts, drawings and CAD models, sketches, schematics charts and other visual depictions (including photographs and videos documenting test results or vehicle or component conditions) purchase descriptions, and recommend ECPs for current and future production versions of the contract item and modifications thereof. CDRL A020.

4.20.1.9 The contractor shall prepare and submit technical reports identifying the results of investigations or evaluations. Include recommendations for future course(s) of action as well as the supporting rationale and documentation. The supporting documentation shall include the items with data fidelity to the extent necessary to support all conclusions made in the report. When the report recommends an ECP/RFW/RFD, the report shall also address the potential impact on ILS (initial or follow-on provisioning, technical manuals, TMDE, tools, training, etc.) as well as any anticipated cost and weight associated with the change. CDRL A021.

4.20.1.10 The contractor shall conduct trial installations of component part(s) and associated testing on the contract item, or modification thereof, and testing related to processes and methods that are required to evaluate the work. The Contractor shall provide parts, materials and supplies required to support and conduct engineering and logistic evaluations, maintenance, rebuild and restoration of the contract item or modification thereof for items undergoing such tests. To meet emergency requirements, the COTR may direct the Contractor to ship such parts by the most expeditious means available to specified destinations. The Contractor shall report all trial installations.

4.20.1.11 The Contractor may be required to modify existing engineering and test versions of the MRAP and fabricate subsystems, components, prototypes and mock-ups of future production versions of the vehicle.

4.20.1.12 The Contractor shall maintain their technical data so they are kept current, legible and available for use as a basis for design evaluation, maintenance, modification, or engineering support of the MRAP FOV.

4.20.2 RAM-D Controls - As specified by WD

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4.20.2.1 Contractor shall maintain a closed loop data base which incorporates details of each test incident, failure analysis and corrective action associated with system testing. Some failure analysis and corrective action may be excluded on a test-by-test basis. The Contractor shall report all test incident, failure analysis and corrective action associated with system testing as specified by WD.

4.20.2.2 Contractor shall establish and maintain reliability and maintainability interfaces and controls with engineering, quality and product assurance, manufacturing, production, ILS and subcontractors. The Contractor shall report all maintain reliability and maintainability interfaces and controls with engineering, quality and product assurance, manufacturing, production, ILS and subcontractors.

4.20.2.3 Contractors RAM-D Office shall continue sign-off authority and review for all ECPs/RFD/RFW/NOR/ERR, drawings, deviations, waivers, part application and production process changes.

4.20.2.4 All requests for Reliability, Availability and Maintainability-Durability (RAM-D) Program Support and services for the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of deliver as identified and specified in a WD

5.0 General Configuration Management System/Subsystem/Design Engineering Support CDRL A022, A023.

5.1 As specified in the WD, the contractor shall perform Configuration Management System/Subsystem Engineering support to the extent described below (MIL-HDBK-61). The Contractor shall use a robust Configuration Management system and implement methods and solutions to establish and maintain Configuration Control of the MMPV Type II and RG-31 Legacy FoV systems. The Contractor shall perform Configuration Management Engineering support activities to allow the Government to develop, start-up and implement a robust Government based Configuration Management system, methods, tools, solutions, processes and to ensure the Government has the most current real time up to date set of data and information as it relates to TDP, 2D-3D Models, IBOM, Configuration baselines, Configuration Status Accounting information, serialized asset information, engineering studies, engineering reports, engineering specifications, engineering standards, item and item supplier/NSN technical support data, technical operation, maintenance, repair or training manuals of the Contractor MRAP FOV. Additional Configuration Management support activities may include the data investigation, collection and revision maintenance of previous, pending, and new MRAP FOV vehicle variant Configuration Management information. CM Support request for this information may include Contractor direct interface with other Government military branches, support agencies including those organizations or other Government PEO and PM offices managing the design and Contractor coordination of GFM/GFE, Government Contractors or Government integration partners of GFM/GFE current used or to be used in the Contractor MRAP FOV. Support requests may also be made to support previous and new Government Contractors or Government supply chain partners utilized in the future modification and upgrade or technical insertion of the current or new fleet of MRAP FOV variants the Contractor has currently produced and delivered to the Government or could provide to the Government in the future.

5.2 Reserved.

5.3 Government Product Data Management (PDA) System(s)

5.3.1 The Government will transfer the management of all Product Data and ECP/RFD/RFW/ERR management activities for Army, AF and SOCOM vehicles from MEARS to Windchill PDMLink. The Contractor will be asked to assist and provide engineering support to Government technical resources to help the Government ensure the successful transition of the Government PDM Link system has been properly populated and configured, mapped with the Contractor TDP, baseline IBOMs, 3D Model information of each MRAP FOV vehicle variant and model.

5.3.2 The Contractor shall supply engineering services via a WD for the Contractors MMPV Type II and RG-31 Legacy FoV variants to ensure that each variant, item, component, parts, sub assembly or assembly is internally mapped in the Government PDM system and is connected or associated with like items, component, parts, sub assembly or assembly of all the other Prime Contractors FOV variants so the Government or the Contractor can easily establish how a proposed change to any Item, one component, part, sub assembly, across the enterprise of all Contractor MRAP variants will affect the Contractors and other custodian MRAP Contractor FOV Contractors platform of vehicles. The Contractor shall provide services to the Government to perform the initial population of our Government PDM system and mapping of the Contractors MRAP Contractor FOV variant platform of vehicles to ensure that both the Government and the Contractor have strong awareness of cross Contractor and custodian MRAP Contractor variant impacts from items changes and the impacts to those custodian MRAP Contractor variant product structure baseline information, change information, item part or component revision level information in the Governments CM-PDM systems until these Government systems can be fully integrated and mapped with each other.

5.4 Government PDM System(s) Access Passwords/Login In

5.4.1 The Contractor shall obtain a login and password and shall use the Government PDM System(s) for all Contractor personnel responsible for preparing ECPs, RFW,RFD,NOR, ERRS or for providing IBOM and critical TDP information required to populate these Government system.

5.5 Government PDM System(s) Training

5.5.1 The Contractor shall attend training on the Government PDM System(s) and comply with new direction and requirements of Government

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PDM System(s) throughout the lifecycle of the program. The Contractor shall track and provide to the Government a specified data base list of all Contractor personnel trained and indicate to what level they have been trained.

5.6 Use of Contractor Existing CM System: Contractor shall participate in Configuration Control Board to provide clarification and answer question regarding documents prepared by the Contractor and submitted to the Government for approval. The contractor shall update, deliver and maintain a current Contractor based CM Plan and System IAW CDRL A115.

5.6.1 The Contractor shall continue the operation and maintenance of their current CM System until Configuration Management Control and data population of the Government systems has reached an adequate level of fidelity, updated frequency and process robustness and the Government is ready to transition full configuration management control to the Government based and controlled system. The Government expects the Contractor to provide support to enable the Government to be able use the Government configuration management systems, methods and processes.

5.6.2 The Contractor will maintain temporary management control of the MRAP technical data until individual elements of the data are delivered to the Government such as full product structure IBOMs, joint contractor and Government developed provisioning IBOMs, fully developed FOV variant baseline designs and 3D Models in native format with complete meta data attribute information included in 3D Cad Models that are populated in the Government PDM system.

5.6.3 The Government will retain full control over the latest configuration MRAP System Specification, Prime Item Product Fabrication Specification, and the Final Inspection Records (FIR) and requirement for consolidating all current ECPS approved in production contract into the current baseline before and after transition of CM activities. The Contractor will be provided access to these documents on the Government specified data repository to ensure they have access to the Government most recent version of these documents. Once all required technical data has been delivered, posted or entered into the Government specified data repositories/CM systems/IT systems the Government will then retain configuration control.

5.6.4 As specified in the WD, the contractor shall update, deliver and maintain a current Contractor based CM Plan and System.

5.6.5 The Contractors CM-PDM plan and system shall address any special CM requirements identified by the contract.

**5.7 Configuration Identification**

5.7.1 Requirements for Configuration Identification for the MRAP FOV are set forth below. The Contractor shall update all Contractor related TDP, 3D Models and other program technical data Configuration Identification Records to incorporate approved changes. The Government defines vehicle configuration identification information categories using the following criteria:

a. Allocated Configuration Identification (ACI): Interface Control Documentation (ICD) for Government-Furnished Equipment and Contractor furnished items (GFE).

b. Production Configuration Identification (PCI): All product specifications, product drawings and related documents used for products are the Product Configuration Identification (PCI).

5.7.2 All request for General Configuration Management System/Subsystem/Design Engineering Support services for the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of deliver as identified and specified in a WD.

**5.8 Parts Standardization Plan and Contractor-Government Parts Standardization Plan Implementation Engineering Support**

5.8.1 As authorized by WD, the contractor shall select parts and conduct a parts management program, that first utilizes existing parts solution that already exist in the Government NSN parts database system IAW the Contractor's standard design approval procedures, and which ensures the equipment (or system) meets the specification performance requirements with the greatest level of Operational Effectiveness (described as function of performance, reliability, availability, and life cycle costs).

5.8.2 The Government, may conduct audits of the Contractors parts management program, the Contractors CM and PDM Product Data Management Systems to review the effectiveness of the Contractors parts management program, CM and Product Data Management Systems control of 3D Cad Model designs and changes, parts identification, Contractor change parts inventory management control methods and the Contractors transition system for the identification of part revisions on the Contractors or sub Contractors production floor.

5.8.3 As authorized by WD, the contractor shall prepare a Parts Management Plan, detailing the documented internal procedures for Engineering Change Control, parts management, parts ordering, parts packaging, parts inventory, parts identification, part delivery, and part replacement control systems.

5.8.4 Diminishing Manufacturing Sources and Material Shortages (DMSMS) Management Plan - Per a WD , the Contractor shall develop and maintain a DMSMS management plan IAW CDRL A104 for managing the loss or impending loss of manufacturers or suppliers of parts and material, as required by DoD 4140.1-R, DoD Supply Chain Management Material Regulation. Planning should include issues such as long-lead material, unique processes, tooling, parts and material obsolescence. The use of Business Case Analysis to support DMSMS decisions is

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necessary to ensure DMSMS decisions are sound. At a minimum, all plans should cover the plan elements addressed within the DMSMS Management Plan Guidance. A proactive DMSMS Program shall be applied to insure all DMSMS issues are appropriately mitigated throughout the entire life cycle of the system. The Contractor shall alert the Government as soon as possible when a part has been identified as DMSMS or obsolete, and provide recommendation to resolve the issue. The Contractor shall evaluate other alternatives when there is an issue with DMSMS or obsolescence. Alternative resolutions such as alternate sources, replacement parts and aftermarket parts are a few resolutions that can be considered. The Contractor shall consider revising the engineering drawing, schematics and specification when it has been identified that changes have been made. The Contractor must ensure that all of the hardware is producible and maintainable throughout the life cycle of the contract. The Contractor must present updated status of DMSMS and obsolescence issues at scheduled IPR meetings and brief resolution options.

5.8.5 Diminishing Manufacturing Sources and Material Shortages (DMSMS) Forecasting and Notifications - The Contractor shall establish a process for identifying and notifying the Government of forecasted and identified DMSMS issues to the Program Office. The Contractor shall use predictive tools and methods to proactively forecast and monitor parts for DMSMS. The Contractor shall provide access to all DMSMS information for Government review. A Government representative shall participate as a member of the DMSMS Management Team and have full access to all DMSMS data and information. The Contractor shall provide DMSMS updates, in Contractor format, to the PM upon request, during each IPR and ILA, immediately upon discovery that a potential DMSMS issue may severely impair system life cycle cost or readiness. The Contractor shall turn over, at no additional cost to the Government, all current and historical DMSMS data and information upon declaring to the Government of its discontinuance of production and exit from the program.

5.9 ECP/RFW/RFD/NOR/ERR Engineering Support CDRL A024, A025, A026.

5.9.1 The Contractor shall prepare as directed in a WD calculations, layouts, drawings, sketches, schematics, charts 3-Dimensional (2D-3D) computer aided design (CAD) and other visual depictions, purchase description, specifications, cost effectiveness studies or analysis and recommendations in Government standard Engineering Change Forms (DD-1492-1493) along with Government and Contractor provided standard functional area impact Check Sheets, or current/future Government PDM System metadata entry screens. All ECP/RFD/RFW/NOR/ERR submitted meet a minimum Government submittal quality criterion to ensure the Government has the fidelity of data needed to properly access all ECP/RFD/RFW/NOR/ERR for current and future production versions of the Contractors MRAP FOV, systems and modifications thereof. The Government will work with the Contractor in establishment or revision of these submittal standards and request as a default baseline, the full population of Forms DD-1492-1493 to be submitted with each ECP/RFD/RFW/NOR/ERR whether the request is for investigative or final approval ECP/RFD/RFW/NOR/ERR.

5.9.1.1 ERR For products created under this contract or under Contractor Design Control Authority, the Contractor shall prepare on ERR for each approved ECP/VECP and initial release of TDP IAW DI-CMAN-80463, DD Form 2617 (Attachment 0014), and CDRL A105. The ERR number shall be the same as the ECP number. Multiple ECP releases on one ERR is not allowed.

5.9.2 As specified by WD, the contractor shall provide necessary interface and a liaison as required by the Government, both CONUS and OCONUS to help coordinate, communicate, review and provide implementation support of ECP/RFD/RFW/NOR/ERR driven or implemented by a wide variety of sources including but not limited to the war fighter, support Government agencies, other military branches, field failures, development and prototyping activities, supply chain quality or delivery issues, production, GFE Integration, Transportation, de-processing, whether OCONUS or CONUS or at the Contractor prototype and or production facilities.

5.9.3 As specified by WD, the contractor shall provide the necessary support to conduct MRAP FOV testing, including ballistic testing.

5.9.4 As specified by WD, the contractor shall provide the necessary support on the MRAP FOV for all special projects.

5.10 Technical Data/Configuration Management System Engineering Support Other Agencies

5.10.1 ECP/RFW/RFDs/NOR/ERR affecting Defense Logistics Agency (DLA) Items

5.10.1.1 The Contractor maybe required by WD to obtain electronic access and furnish all Configuration Management, part number or NSN number changes through the appropriate DLA ECARDs or other DLA systems, of all pending and approved Change Requests (CR), ECP, ERR and revised drawings to the appropriate DLA office after the ECP/RFW/RFD/Nor or ERR has been approved by the Government for implementation. The Contractor shall provide all previous, current and new part, component, sub assembly or assembly part number information and revision level information along with all affected NSN information to the DLA Offices. The Contractor shall notify by EMAIL, the Government platform Configuration Management designee associated with the Contractors FOV and the affected DLA representative when the ECP or CR is approved and data has been updated in the DLA ECARDs, system. The Contractor shall adapt notifications via e-mail to any new process or IT system improvement implemented to further automate the DLA change notification process. The location of the DLA Offices are as follows:

S9C Defense Construction Supply Center  
3990 E. Broad Street  
ATTN: DSCC-VTAA  
Columbus, OH 43216-5000  
e-mail: terrell.carter@dla.mil

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S9E Defense Construction Supply Center  
3990 E. Broad Street  
ATTN: DSCC-VTAA  
Columbus, OH 43216-5000  
e-mail: terrell.carter@dla.mil

S9G Commander  
Defense General Supply Center  
Jefferson Davis Highway  
ATTN: DSCR-VADA  
Richmond, VA 23297-5000  
e-mail: gary.riffle@dla.mil

S9I Commander  
Defense Supply Center Philadelphia  
700 Robbins Avenue  
ATTN: DISC-JLTA  
Philadelphia, PA 19111-5096  
e-mail: mhughes@dscp.dla.mil

5.10.1.2 All request for ECP/RFW/RFD/NOR/ERR Engineering Support services affecting Defense Logistics Agency (DLA) Items for the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of deliver as identified and specified in a WD. The Contractors Configuration Status Accounting Information to be reviewed shall use, DI-CMAN-81253A as a guideline of information to be provided. The contractor may be required to support PCA Audits or other configuration control activities.

5.11 Physical Configuration Audit (PCA)

5.11.1 Per a WD, a PCA shall be performed by the Contractor and Government personnel to validate new or prototype hardware and new vehicle configurations. The PCA shall be based upon approved ERRs and the Government will provide the Contractor with an outline of the requirements for the PCA. The contractor shall submit a PCA Plan for Government approval IAW CDRL A108 and PCA agenda provided IAW CDRL A107.

5.11.2 The Government will provide the Contractor with a PCA findings report. The Contractor must correct errors and present corrective actions through an ECP to the Government before PCA approval is considered. ECPS which provide PCA corrective actions shall be submitted to the Government for CCB approval within 30 days of receipt of the PCA report.

5.11.3 PCAs shall be conducted to establish the vehicles baseline as required by the Government during the vehicles lifecycle. The selected vehicle shall be compared against the design documentation to assure the vehicle conforms to the supporting documentation. The Contractor shall support a Government PCA in order to define, verify, and validate a complete Product Baseline provided to the government. The Government reserves the right to audit up to 100% of the vehicle configuration if discrepancies are found. Audit findings shall be submitted per CDRL A107, Technical Reports.

5.11.4 As part of the PCA, the Contractor shall utilize the IBOM vehicle product structure and software specifications, where applicable. After Government review of the IBOM-product structure, the Government will advise the Contractor which items they intend to audit. The Government may perform a PCA on one vehicle per variant with Contractor participation, to include incorporation of all formal testing related changes. If the Government chooses to perform a PCA, the Government will provide the Contractor the minimal requirements for the PCA. The Contractor shall provide a completed PCA Plan, per CDRL A106, for approval 30 working days after the Government provides the requirements for the PCA. All findings from the PCA will be reviewed by the Contractor and a corrective action plan for each finding will be submitted to the Government within 10 working days after Government submits the findings. Corrective actions for all findings shall be made by the Contractor within 60 days of receipt of audit findings.

As part of the PCA, the Contractor shall provide required safety equipment to the PCA team. The Contractor shall provide all required measuring instruments (e.g. micrometer, measuring tape, IUID reader) to support the PCA activities. The Contractor shall provide NDAs (Non-Disclosure Agreements) to any external contractors (Government auditors) that are acting on the Government's behalf as part of the Government team. The Contractor shall provide the Engineering BOM to be utilized during the PCA. The Contractor shall provide necessary engineering support, with all support personnel having a detailed knowledge of the product(s) being audited.

5.12 Configuration Status Accounting Information per DI-CMAN-81253 and as directed below, the contractor shall maintain and deliver:

5.12.1 Configuration Status Accounting Report(s) (CSAR) for changes affecting the Contractors FOV which provide a detailed description of product design data, ECP and ERR status. Contractor format is acceptable. CDRL A108

5.12.2 A Master Data List for the Contractors FOV. IAW CDRL A109, this report shall include the nomenclature, number, revision, date, location, etc of engineering drawings, 3D models and associated lists, associated documents, schematics, installations, diagrams, instructions, software configurations, UID, decals, labels, warnings, critical safety items, kits, armor, manufacturing and process

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specifications, and other data created for the Contractors FOV. This report shall contain all data identified in the WD.

6.0 ILSC and Logistical Support Services

6.1 ILS Program.

6.1.1 ILSC and Logistical Support Services shall be delivered as defined in the WD. As authorized by WD, the contractor shall conduct an ILS Program in support of the MRAP Systems Program as described below. The Contractor shall integrate the efforts of its subcontractors and Government-Contractors supplying MRAP components and major items of support equipment. The Contractor is responsible for planning, managing, and ensuring ILS considerations are an integral part of the overall system. The contractor shall prepare and update an Integrated Master Schedule (IMS) and Life Cycle Sustainment Plan (LCS) as defined in a WD and IAW CDRL A027, A028 and A118.

6.1.2 Pollution Prevention and ILS. The Contractor shall include environment, hazardous and toxic material; safety and pollution prevention in development of all ILS documentation to include the Integrated Support Plan (ISP) required for each milestone throughout the acquisition Life Cycle using DI-MGMT-80899 Hazardous Waste Report as a guideline for data required.

6.2 Logistics Management Information: LMI effort under this contract shall be the genesis for ILS. The LMI shall lead and drive the ILS effort as front-end analysis for all logistic support efforts and shall also apply to engineering change and software development efforts conducted under this contract, as well as Government approved logistics engineering changes necessary to change logistics support elements. ECRs shall not be implemented without LMI and CM coordination and concurrence. The contractor shall use DI-ALSS-81530 and DI-ALSS-81529 as guidance for reporting this information.

6.3 LMI Maintenance: The Contractor shall conduct, maintain and provide to the Government as requested, LMI as a result of ECPs, DA Forms 2028, approved suggestions, Supply and Maintenance Assessment Review Team (SMART) initiatives and as directed by the Government.

6.4 LMI Program

6.4.1 The contractor shall conduct a full LMI Program and maintain it with continuously updated data. LMI Data Elements shall be completed and maintained IAW CDRL A041, DD Form 1949-3 shall be provided.

6.4.2 Supportability Analysis/Logistics Management Information (LMI): The Contractor shall conduct Supportability Analyses to develop logistics products described in this contract. The Contractor shall use MIL-PRF-49506, Performance Specification, Logistics Management Information (LMI), in identifying content, format, delivery and related guidance for logistics data except as otherwise identified in this contract. The Contractor shall validate all documentation prior to submittal to the Government. Government receipt of data deliverables does not constitute acceptance. Government acceptance of data deliverables hinges on the completeness, accuracy, compatibility of submitted documentation, and the applicable military standards and specifications.

6.4.3 Maintenance Planning: The Contractor shall analyze the maintainability characteristics of the MRAP FOV and plan maintenance supportability in accordance with the Armys Two-Level Maintenance policies outlined in Army Regulation 750-1, Army Maintenance Policy. The Contractor shall include all operational, maintenance and support functions for the system in the Maintenance Analysis Summary (Paragraph C.6.4.3.1.1).

6.4.3.1 Maintenance Analysis: The supportability analysis shall be documented in the Contractors format as an LMI summary entitled Maintenance Analysis, and shall identify the maintenance function, level of maintenance, manpower, spare and repair parts and all support equipment required for each replaceable and repairable item. The Maintenance Analysis shall include a maintenance task file documented in the Contractors format, and shall serve as source data for development of the Maintenance Allocation Chart (MAC), Provisioning Technical Documentation (PTD), TMs and Army Manpower and Requirements Criteria (MARC). The Maintenance Analysis shall be documented in end item hardware breakdown sequence (top-down breakdown), using LSA Control Numbers (LCNs).

6.4.3.1.1 The Maintenance Analysis Summary shall be prepared and delivered in accordance with CDRL A111 (Maintenance Analysis).

6.4.3.1.2 The Level of Repair Analysis (LORA) shall be prepared and delivered in accordance with CDRL A032. The Contractor shall update the LORA required under the Work Directive and provide it for Government review if requested.

6.4.3.2 National Maintenance Work Requirement (NMWR) Candidates: The NMWR candidate list shall be product of the LMI Data identified in the WD. All components coded for repair at the sustainment level of maintenance with a unit price in excess of \$1,000 shall be a NMWR candidate. The Contractor shall annotate these components on the LMI Data identified in the WD and provide them as a separate list at each LMI review. The Government will review and approve the final list of NMWR candidates at the final LMI review.

6.4.3.3 NMWR Level of Repair Analysis: The Contractor shall perform supportability analysis called a NMWR Level of Repair Analysis for each component on the Government approved NMWR candidate list. The LMI summary shall be in the Contractors format, and shall be delivered in accordance with CDRL A112 (NMWR LORA). The Contractor shall also indicate for each MMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component. The NMWR Level of Repair Analysis shall be delivered in accordance with CDRL A112 (NMWR LORA).

6.5 Support Equipment LMI: The LMI for major items of support equipment such as the test sets (Simplified Test Equipment Family of

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Vehicles (MRAP), and DSESTS shall be conducted separately from the MRAP Vehicle LMI.

6.5.1 Special Equipment, Tools, and Test Equipment (STTE): The Contractor shall deliver a list of Special Equipment, Tools, and Test Equipment utilized to maintain the MRAP. The source data for this list shall be the LMI data identified in the WD. The list shall be in tabular form and shall identify all special tools and Test, Measurement, and Diagnostic Equipment (TMDE) contained in, and not contained in the authorized U.S. Army Supply Catalogs. Maximum use of common tools, support equipment, and TMDE normally organic to the user is required. If a required item is not contained in the SCs then the Contractor shall provide the proposed alternative item to the Government. The Government will decide whether or not the Contractor proposed alternative item will serve as a suitable and effective replacement for the item in question. The list shall provide Nomenclature, Cage Code (CAGEC), National Stock Number (NSN), if assigned, P/N, level of maintenance, and price of each item on the list submitted IAW CDRL A035.

6.5.2 Test, Measurement, and Diagnostic Equipment (TMDE): New TMDE items (those not identified in U.S. Army Supply Catalogs) may require special source and calibration documentation in order to update and provide data for possible inclusion to the TMDE register (DA PAM 700-21-1). The Contractor shall provide all required data for all new TMDE.

6.6 Maintenance Allocation Chart (MAC)

6.6.1 The Contractor shall maintain a MAC and develop changes as required resulting from the LMI. The MAC shall be a product of the LMI process reflective of the appropriate LMI Reports, records and data. Changes to the MACs will be provided to the Government for concurrence. Changes shall be incorporated as directed by the Government.

6.6.2 The Contractor shall not degrade the current MRAP maintenance plans documented by the Maintenance Allocation Chart (MAC) to include all changes thereafter, which will be provided as GFI. Additional maintenance planning necessitated from design changes, to include updates and modifications shall be based on the maintenance structure specified in the WD. The Contractor shall determine the most effective and efficient procedures for performing maintenance, identify the extent of maintenance action for each repairable item, and identify the maintenance level to perform maintenance tasks. Variables, such as repairable item price, down-parts price, and failure rate of repairable item, labor costs, costs of special tools and TMDE, and test program costs shall be considered. In determining maintenance level, the Contractor shall consider skill level, availability of tools at each level, and time.

6.6.3 The Contractor shall update the current MRAP Maintenance Allocation Chart (MAC), as required, to include all maintenance levels. The MAC shall be updated in and shall use MIL-STD-40051as a guide for the frequency of delivery.

6.6.4 The Contractor shall update MRAP FOV Preventive Maintenance Checks and Services (PMCS) for operator, crew and unit maintenance and shall use MIL-STD-40051 as a guide. As changes to design are made, the Contractor shall analyze the reliability characteristics of the design to determine impact on scheduled maintenance and determine if scheduled maintenance will be effective in maintaining system reliability. The applicability will depend on the failure characteristics of an item and the consequences for each failure.

6.7 LMI Reviews:

6.7.1 LMI reviews shall be conducted as required. The Contractor shall provide participation by Logistics Managers to serve on the LMI review team. The Contractor shall prepare conference minutes in a government-contractor agreed format for each review.

6.8 LMI Program Planning:

6.8.1 As authorized by WD, the contractor shall prepare an update to the existing Integrated Support Plan (ISP). The ISP shall be updated to reflect changes emanating from program changes, reviews, reorganizations, and other actions affecting program logistics at the direction. CDRL A029.

6.9 LMI Plan:

6.9.1 As authorized by WD, the contractor shall update the existing MRAP LMI Plan as required by program changes, reviews or at the direction of the Government.

6.9.2 When notified of changes or updates, the Contractor shall consider the impact of any subcontractor or vendor changes or updates on MRAP components as part of the effort.

6.9.3 The Contractor shall estimate and advise the Government of the necessary quantities of dedicated hardware (end items (i.e., GFE vehicles), components, repair parts, consumable supplies, tools and support equipment) to accomplish all ILS development, reviews, validations and verifications.

6.10 Provisioning Conference

6.10.1 When requested by Government, the Contractor shall host a Provisioning Conference(s) following the Provisioning Guidance Conference at the Contractors facility. The focus of the conference is to drill down the top level assembly to determine which level of maintenance for the LRU or maintenance tasks can be completed where and by whom. To that end the Contractor shall provide and

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disassemble production equipment as directed by the Government to validate and verify all provisioning documentation. The Contractor shall report all Conference Agenda and Conference Minutes using DI-ADMIN-81249A as a guide for the reporting requirements.

6.10.2 All requests for ILSC and Logistical Support Services affecting the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of delivery as specified in a WD

**6.11 Performance Based Logistics (PBL) Support Services**

6.11.1 As specified by WD, the contractor shall provide support for Performance Based Logistics (PBL). These efforts may include support of a performance based logistics IPTs, execution of performance based agreements, the development of PBL metrics and any additional management tools needed to support these activities.

**6.12 Modification Work Order (MWO)**

6.12.1 MWOs, for fielded vehicles, will be managed under the direction of the MRAP Director of Logistics. The contractor as specified under a WD shall assist in the management, development and application of MWOs to include all reporting requirements.

**6.13 Depot Logistics Engineering Support Services**

6.13.1 Depot Support Data: Essential data required for depot support activities shall be submitted IAW the WD. Examples are: (1) production salvage and rework procedures covered by waivers and deviations; (2) Specifications/details of Government-Owned Contractor Procured Production Equipment, and (3) Test/Inspection Data and Reports of Government funded tests.

6.13.2 Reclamation Procedures: As authorized by WD, the contractor shall assist in the identification of high dollar items in which development of reclamation procedures is considered necessary. Contractor shall provide detailed specific criteria as required in development of these procedures. Testing and verification of these procedures will be performed as necessary to ensure the validity and minimum specification requirements. Hardware for testing and verification may be provided to the Contractor as GFE.

6.13.3 Wear Limit Development: As authorized by WD, the contractor shall develop limits as required on those items in which like new specification requirements are identified as being stringent and relaxation of those limits shall not be restricted to the development and generation of wear specifications. Testing and validation shall be conducted on all items in which form, fit, and function is critical and controlled. Under this section of the work scope, the Contractor when tasked by WD will determine data availability, determine format and content as necessary for the purpose required and analyze, reformat and deliver the data in support of the depot logistics engineering program.

6.13.4 Reliability Centered Maintenance (RCM): As authorized by WD, the contractor shall provide technical assistance in the application of RCM concepts to the MRAP Depot Support Program. As part of the depot RCM Program, the Contractor shall assist in the following tasks:

- a. Evaluation of component data
- b. Evaluation of EIRs and DA 2028s
- c. Use of Army Oil Analysis Program (AQAP) data
- d. Development of combat Vehicle Overhaul Criteria (CVOC) for the MRAP and major MRAP components.
- e. Conducting Level of Repair Analysis (LORA)/Economic Evaluation CDRL A032.
- f. Development of depot work around and alternative methods for interim use and minor repair and maintenance program.

6.13.5 All request for Depot Logistics Engineering Support Services affecting the MRAP FOV Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of delivery identified in the WD.

**6.14 Logistics Supply and Management Support****6.14. Logistics Management Information (LMI)**

6.14.1.1 The Contractor shall establish, manage, and execute a Provisioning Plan provided and approved by the Government. AMC-P 700-25, MIL-STD 1388-2B, MIL-PRF-49506 and MILHDBK-502 may be used for additional guidance. The LMI shall be the basis for the integration of the logistics support element, and provide the interface between the engineering and integrated logistics effort used in the systems engineering effort. The objectives of the LMI are to provide optimum material readiness, economical logistics support, and identify and evaluate resources required to develop and manage an effective support system. All design, modifications, alterations, and engineering activity shall require LMI (DI-ALSS-81529). CDRL A031.

**6.14.2 Logistics Management Support**

6.14.2.1 The Contractor shall develop and maintain a Materials Requirements List (MRL). The Book shall be delivered to the Government as directed by a WD for each fielding that will identify each Gaining Units requirements for the following categories of material:

- a. Repairable Items List CDRL A030.

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- b. Primary System and associated Basic Issue Items (BII) CDRL A033.
- c. Associated Support Items of Equipment (ASIOE).
- d. Components of the End Item (COEI).
- e. Battle Damage Repair List CDRL A034.
- f. Special Tools and Test Equipment (STTE) CDRL A035.
- g. Common Bulk Items List CDRL A036.
- h. Prescribed Load List (PLL) CDRL A037.
- i. Authorized Stock age List (ASL) CDRL A038.
- j. De-processing List CDRL A039.
- k. Technical Manuals and Publications (starter set)
- l. Special Mission Kits and Outfits.
- m. Test Measurement and Diagnostic Equipment (TMDE)
- n. Material Handling Equipment

6.14.2.2 The Contractor shall prepare a draft MRL Book using the Mission Support Plan (MSP) provided by the COR, or Designated Representative. This MRL Book will be coordinated with the unit prior to de-processing and handoff of the vehicles.

6.14.2.3 Using information resulting from the MRL Book coordination meeting, the Contractor shall update the draft MRL Book and provide PM MRAP with a final draft MRL book IAW established schedules.

6.14.2.4 The Contractor shall update the final draft MRL Book after approval by the COTR, or Designated Representative. The COTR, or Designated Representative will provide funding source and direct Contractor Total Package Fielding requisitions (DI-MGMT-80503).

#### 6.15 De-processing and Fielding

6.15.1 As specified by WD, the Contractor shall operate a de-processing and hand-off at each post, installation, or central staging site designated to support a PM fielding.

#### 6.16 Warehouse Supply Support

6.16.1 As specified by WD, the Contractor shall furnish software to perform receipt, storage, issue and shipping with bar code readers and RFID scanners and interrogators as well as the functions of a Unit Material Fielding Point (UMFP) to include Sets, Kits, and Outfits (SKO, Kitting and Issue) Radio Frequency Identification (RFID) with cyclical inventories. The software must be able to produce Maintenance Job Orders (2407s) and track vehicle maintenance in support of De-processing and New Equipment Training (NET).

#### 6.17 Inventory Management

6.17.1 The program objective based upon parts availability is to provide an initial Total Package Fielding fill rate of 90%, provide 100% total asset visibility of MRAP FOV unique components and minimize repair turnaround time.

#### 6.18 Supply Support Electronic Reports

6.18.1 The Contractor shall use an electronic Supply Support system that has the capability to allow the exchange of data between the Contractors home base service center, the various Product Managers Offices, and fielding locations worldwide. All data shall be transmitted to the appropriate user via Electronic Data Interface (EDI)/E-mail.

#### 6.19 ILS Automated Data Processing (ADP) Systems Development and Deployment Support

6.19.1 The contractor shall provide the Government technical and engineering assistance for the Government deployment of new IT and data management computer systems.

#### 6.20 Cooperation needed with Government Contractors Used to Support Logistical Engineering and Data Coordination and Collection

6.20.1 During the performance of this Contract, the Contractors staff shall be required to work with other Government Contractors and their subcontractors. These Contractors and their subcontractors have been hired to provide a centric operational view of logistics efforts associated with the MMPV Type II and RG-31 Legacy FOV program. This includes oversight and management of the individual efforts of the multiple Contractors during all activities associated with fielding, training, and sustainment operation.

6.20.2 The Contractor may be required to coordinate or work with the Governments Logistics Integrator (LI) Contractor. As such they may be placed at various locations, including Contractor locations to coordinate activities across the various end users (Air Force, Army, Marine Corps, Navy and SOCOM) or across Contractors.

#### 7.0 Provisioning TDP, Engineering and Documentation Support CDRL A040, A041, A042.

7.0 Provisioning, TDP Engineering and Documentation Support CDRLs shall be delivered as defined by the WD.

**Name of Offeror or Contractor:****7.1 Provisioning and Other Procurement Screening Data**

7.1.1 As specified by WD, the contractor shall identify provisioning and other procurement screening data to be submitted for Government screening. Provisioning and other procurement screening data are used to identify existing National Stock Numbers (NSNs) for an item, validate currency of an NSN, and aid in maximum use of known assets. The Contractor shall ensure that documentation includes drawing support for each "P" coded item (items requiring an NSN), unless accompanied by a copy of the procurement screening documentation (i.e., AMDF, Parts Master List, or DLIS) which indicates that the item has a valid NSN already assigned. This requirement shall be met using MIL-PRF-49506 and MIL-STD-1388-2B (DI-ALSS-81529).

**8.0 Support for Government Furnished Vehicles**

8.1 Through the issuance of a WD the Contractor shall provide on-site maintenance support and technical services required to restore to operable condition Government-owned assets prior to, during and subsequent to transportation to destination. The support is for limited repair and shall not include major rework on an end item. The Contractor shall perform during vehicle maintenance and component control at any Government or Contractor facility no less than once a year (periodic preventative maintenance) or more frequently if directed via a WD and establish a permanent record of serialized components attached to the vehicle at the time of the preventative activity. The Contractor shall maintain a condition and configuration status of all facility vehicles and shall ensure this data is updated in the Government Configuration Status accounting and Serialized asset tracking data bases.

**8.2 Parts and Tool Support**

8.2.1 Repair parts and tools to support Government-furnished vehicles shall be acquired IAW the procedures outlined below.

**8.3 Common Parts and Tool Support at Contractors Facilities**

8.3.1 Common items with a made unit cost of less than \$500 shall be obtained through the Contractors procurement system. Items exceeding the \$500 threshold shall be requested via WDs from PM MRAP AMS, Logistics IPT, who will verify the requirement and initiate a requisition if the item is available in the Government supply system. If the item is not available in the Government supply system, the Contractor shall procure the item upon notification of no availability to the PM MRAP AMS Logistics IPT. The Contractor shall ship via commercial means and pay transportation costs, which will be reimbursable under the Contract. DI-MGMT-80259 is to be used as guidance.

**8.4 Common Parts and Tool Support at Government Facilities**

8.4.1 Common items will be requisitioned by Government facility personnel. If the parts and tools requirement cannot be met in this manner, the Contractor shall acquire the items in the manner as needed to support the need requirement.

8.4.2 The Contractor shall maintain GFE vehicles and items in their possession; perform necessary repairs and maintenance to keep items in a serviceable condition suitable for intended efforts under this contract; and return vehicles to -10/-20 standards using DI-MGMT-80440, DI-MGMT-80277 and DI-MGMT-80269, as guidance.

8.4.3 All request for Support for Government Furnished Vehicles and reporting efforts affecting for the MRAP RG31 FOV/ Medium Mine Protective Vehicle Type II Vehicle or GFE items and reporting activities as specified in this SOW shall follow the format, data elements and frequency of deliver using DI-MGMT-80377 as guidance.

**9.0 Packaging, Handling, Storage and Transportation (PHS&T)**

9.1 Packaging Data Development: The Contractor shall develop and provide packaging data for all items identified during the provisioning process with a Source, Maintenance & Recoverability (SMR) code beginning with P. CDRL A043 Packaging data development priority shall be given to repairable items, Line Replaceable Units, NMWR/DMWR candidate items, and any large, high cost item classified as a Special Group Item. Packaging shall be developed in IAW MIL-STD-2073-1D and all items shall be classified as a selective group item or special group item. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. The Contractor shall complete verification and provide support data with each data submittal. Validation support data shall include item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items. Items with assigned Contractor and Government Entity (CAGE) Codes of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044, 05047 are excluded from packaging data development.

9.1.1 Selective group: Items classified as Selective group shall not have unit pack weight exceeding 40 pounds and shall not have a dimension greater than 40 inches. In addition, the unit pack length and girth combined will not exceed 84 inches. A Select group item must not require disassembly for packaging. Reconfiguration for packaging of Select items is limited to folding or coiling. Items will not be classified as Select if they are repairable, recoverable, contain hazardous material, or if assigned a shelf life.

9.1.2 Special group: Special group items often require sketches, figures, or narrative instructions to describe packaging requirements. Items excluded from the Selective group will be classified as Special group items. This includes kits, sets and items of separate parts, items requiring disassembly, repairable items, items requiring special handling or condemnation procedures, items classified as

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hazardous material or hazardous goods in transport, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items.

9.1.3 Logistic Management Information (LMI) Data Products - Packaging: The contractor shall make LMI packaging data and provide for the entry of information to the Governments data repository. At the contractors request, the Government may provide a MS ACCESS application that provides data formatting and edit features for coding of packaging LMI data products. The Contractor shall develop, maintain and update packaging data IAW MIL-STD-2073-1D and CDRL A057 including attachments.

9.1.4 Special Packaging Instructions (SPI): The Contractor shall develop a SPI for each item classified as a Special group item. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. SPI format shall be IAW MIL-STD-2073-1D and CDRL A045.

9.1.4.1 Validation Testing of Packaging: Validation testing of Special group items shall be IAW ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact). Validation testing may be limited to Test Schedule A and Test Schedule F. Replicate testing and climatic conditioning are not required. Each SPI submitted shall have a validation report including photographs. Photographs shall show the product is undamaged. Validation report shall be submitted concurrently with SPI submittal and IAW CDRL A044.

9.1.5 Equipment Preservation Data Sheets (EPDS): Contractor shall develop Equipment Preservation Data Sheets (EPDS) for each vehicle variant. Contractor shall include requirements for disassembly procedures to meet clearance requirements for land, air, and sea shipments. Procedures shall ensure an option for drive-on/drive-off capability. Packaging requirements for BII and COEI shall be developed by the Contractor. BII shall be packed separate from COEI. HAZMAT (if applicable) will be packaged and shipped separately IAW CFR Title 49. Contractor shall ensure the stowage locations shall deter pilferage and shall not interfere with lifting, tie down or other transportation handling. The Contractor shall revise the EPDS to reflect design changes that affect the system's shipment configuration, weight, or transportability. The Contractor shall also provide revisions to the EPDS for each provisioning change affecting packaging of BII or COEI. Format of EPDS shall be IAW MIL-STD-3003 and CDRL A058.

9.1.5.1 Validation of EPDS: The Government will determine if all or selected portions of the Equipment Preservation Data procedures shall be validated to determine the adequacy of the vehicle preservation procedures. Primary considerations will be given to the complexity and uniqueness of the process and materials involved. Government representative may attend and witness Contractors validation. Validation report shall be IAW CDRL A044.

**9.1.6 Reusable Containers**

9.1.6.1 Container Design Retrieval System (CDRS): This is a management system program to provide a DoD centralized automated data base system for storing, retrieving, and analyzing existing container designs and test information concerning specialized containers. The contractor shall use this system when making search requests for DoD Long Life Reusable Container (LLRC) designs.

9.1.6.2 Reusable Container Searches: The contractor shall identify engines, transmissions and other major repairable items, including Line Replaceable Units (LRUs), and items requiring special handling or condemnation procedures as possible LLRC candidates. The contractor shall make a CDRS search request for any item that PM MRAP AMS Logistics IPT approves as a LLRC candidate. The contractor shall search for new or existing commercially available reusable container designs that are suitable for LLRC candidates. Format of CDRS search request shall be IAW CDRL A059.

9.1.6.3 Reusable Container Assessment: The contractor shall perform assessments to determine if existing container designs are suitable. The contractor shall assess the fit and function of existing containers and compare costs of modifications with the cost of new designs. Assessment data shall include analysis of the need for a new or modified LLRC. Assessment data shall compare costs for conventional packaging and LLRC packaging.

9.1.6.4 Reusable Container Proposal: The contractor shall propose reusable container development for TACOM PM MRAP AMS Logistics IPT approved LLRC candidates. Each proposal shall include assessment data, cost of development, design, LLRC prototype manufacture, validation, and completion of the TDP for competitive procurement. Container proposals, testing and validation, and TDP development shall be IAW CDRL A060.

9.1.6.5 Development and Validation: Upon approval of a LLRC design proposal or container modification proposal, the contractor shall build a prototype and validate the design. A Government representative will witness validation. Validation report and technical data shall be IAW the approved design proposal and CDRL A044.

**10.0 Technical Manuals and Publications CDRL A046.**

10.1 Military Standard Publications, Commercial Off-The-Shelf (COTS) Manuals, New Development, Revisions, and Changes.

10.1.1 The Government may request that the provided COTS Manuals and Military Standard Technical Manuals be updated to incorporate all changes, corrections, modifications and variant specific data.

**10.2 Manual Development**

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10.2.1 Contractor shall develop all publications to the format specified in the WD. Contractor shall develop all publications IAW Provisioning plans and LMI in this contract. Contractor shall be responsible for incorporating all Government approved DA 2028s, Maintenance Advisory Messages (MAM), Maintenance Information Messages (MIM), Safety of Use Messages (SOUM), approved ECP and Modification Work Orders (MWO) to all equipment technical manuals, A publication history file shall be maintained by the Contractor for the period of this contract. This file shall contain a record of all changes to each publication as a result of Government-approved DA Form 2028s, ECPs, MAMs, MIMs, SOUMs, and MWOs. New Development, Changes, and Revisions shall be IAW MIL-STD-40051-2, AR 25-30 and as specified in the WD.

10.3 The Contractor shall perform 100% validation and support Government verification as specified by WD.

10.3.1 The contractor shall support all Publication In Progress Reviews (IPR) and Publication Start of Work Meetings (SOW) as specified by WD.

10.3.2 All Technical Publication Deliverables shall be IAW CDRL A046, A113 (IETM) and as specified in WD.

**10.4 Publication Copyrights**

10.4.1 All publications developed under this contract become the property of the Government and are not subject to copyright by the Contractor. When the Contractor uses commercial data which covers a subcontractor's components or portions thereof, and the Contractor's data contains copyright material, the Contractor shall be responsible for obtaining a copyright release from the Contractor and furnishing such release to the Government. The Contractor shall provide a copyright release letter. The letter shall be on company letterhead, dated and signed by a company officer. The letter shall certify that the Government has full copyrights from Contractor and subcontractors. Copyright letters shall state all TMs developed are free from copyright restrictions and the Government can edit, reprint and distribute information in the manual as required. The required distribution statement will be specified in the WD.

**10.5 COTS Manual Updates and Changes**

10.5.1 The Government may request that the provided COTS manuals be updated to incorporate all changes, corrections, modifications and variant specific data. A Publications Start of Work meeting will be conducted within 30 calendar days after contract award or contract amendment for any COTS manual updates and changes. The Start of Work meeting will be held at either Contractor or Government facility as determined by the Government to discuss updates and change revisions to include a timeline for deliverables. Deliverables for all COTS manuals will include a Preliminary Technical Manual Draft (PTM), Preliminary Technical Manual Update (PTMU) and Final Reproducible Copy (FRC) in hardcopy (paper) and electronic copy (i.e., PDF format that is searchable and editable). All deliverables shall be submitted as two (2) packages, a complete manual with changes and a change package. Both packages shall include transmittal page and list of affected pages. All deliverables will be developed IAW MIL-PRF-32216. The changes shall be in the same style and format as the basic COTS manual and shall use the same TM numbers, as assigned. If more than 60% by page count including front and rear matter has changed, a revision to the manual shall be done. If less than 60% of the COTS manual has changed, the Contractor shall include a change transmittal page and a list of affected pages. A sample of the transmittal page and list of affected pages can be provided at the Publications Start of Work meeting. Each change to the manual shall be numbered in sequence beginning with 1. All changed pages shall have the change number located on the outer edge of the page opposite the binding side. The Contractor shall validate the technical accuracy and adequacy of all changes, updates, modifications and variant specific data and that the vehicle is safe to operate and maintain using the COTS manual(s).

10.5.2 Contractor shall provide a Validation Certificate IAW CDRL A046 for all deliverables. The Government may review the PDEP manuals to determine if the manuals are complete enough to go to verification or should be returned for corrections. Contractor shall then incorporate any Government comments to the PDEP manuals prior to verification. Verification with the Government shall be scheduled after the PTM review. Verification shall be conducted with the PTM manuals at the OEM facilities or other agreed upon location. The Contractor shall consider verification support and conduct in the pricing proposal. If errors are found in the FRC, it shall be considered a Preliminary Technical Manual (PTM) until the Contractor corrects the errors. Approved FRC resulting from the Verification shall be delivered IAW CDRL A046. The Contractor shall provide a copyright release IAW CDRL A046 for all deliverables. Contractor shall include and provide the following to support the FDEP verification effort: engineering data to reflect latest configuration(s) or Enablers (e.g. Interrogator Arm); all ECPs, DA Form 2028s and NAVMC 10776 (MARCOR), PQDR received from FSRs and other sources; Maintenance Advisory Messages and Safety of Use Messages. Contractor shall provide a maintenance bay or suitable work area to conduct verification; supporting tools and all special tools to include any software to perform troubleshooting of vehicle systems and all key personal (such as Systems Engineers and Technical Publication Staff).

**11.0 Quality Engineering and Quality Assurance Support Services CDRL A047.**

11.1 Quality Engineering and Quality Assurance Support Services shall be delivered as defined by the WD. The Contractor shall implement and adhere to a quality assurance system acceptable to the Government (i.e., QS, ISO 9000, or any other industry-recognized and accepted quality model). The Contractor's quality system shall ensure product quality throughout all contract requirements, to include management, design, fabrication, testing, processing, shipping, storage, site installation, Failure Reporting Analysis and Corrective Action System (FRACAS) etc. The Government reserves the right to perform all required audits and surveillance inspections to assure Contractor compliance with contract requirements. Individual Plant floor level reviews of the prime Contractor and major tier one sub

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Contractors of the prime Contractor may be requested by the Government through the issuance of individual or bundles WD request.

11.2 The Contractor shall utilize the a Government specific Quality Management System ISO9001 or equivalent ant quality system for inspection, validation, control and inspection results of engineering drawings and Quality Assurance Technical Documentation (QATD) changes. This system shall also provide a means for incorporating data received from Test Incident Reports (TIRs), Quality Deficiency Reports (QDRs) and Field Reported Deficiencies. The Contractor shall ensure that all drawings and documentation submitted within the TDP on major and secondary items are coordinated with all cognizant department elements within their organization and are adequate for the manufacture and acceptance of quality material and for competitive procurement. The Contractor shall ensure that data resulting from engineering efforts and any deficiency reports which may affect the adequacy and accuracy of the QATD being developed and maintained under the contract, are coordinated with its product assurance office and included in all engineering drawing packages and QATD packages submitted for Government review.

11.3 The Contractor shall develop and maintain the Quality Assurance Technical Documentation (QATD) at their facility until completion of contract, with copies to be furnished to the Government upon request.

11.4 Quality Engineering

11.4.1 As authorized by WD, the contractor shall perform Quality Engineering Reviews to audit and assess the quality of its quality control system. The Contractor shall perform quality engineering reviews of all TDP documentation affected by a WD and recommend the amount and type of inspection and test controls required to achieve the requisite quality of the contract item throughout all production and operational phases.

11.4.2 The Contractor is wholly responsible for the performance of all subcontractors under their control the same or, in the opinion of the Government, equal to the quality system in C.11.2. All subcontractors utilized for parts procurement or services shall be periodically evaluated and verified to assure the material and required services comply with design and quality requirements not less than semi-annually and the records of such actions shall be made available to the Government upon request.

11.4.3 As authorized by WD, the contractor shall assist the Government in the development of a standardized and planned FOV inspection criteria that is a coordinated approach for each type of vehicle inspection performed whether at the production facility, Contractor or Government provided retro fit location, de-processing, shipping and receiving transition points.

11.4.4 As authorized by WD, studies shall be undertaken at a point in time which will assure that the resulting recommended inspection controls are processed as part of any proposed ECP/RFW/RFD.

11.4.5 The Contractor shall ensure that all sketches, contract part drawings 3D CAD models and ordnance type drawings are provided IAW prescribed specifications and standards and contain sufficient dimensional, functional, protective finish and material deterioration prevention requirements with which to determine the acceptability of hardware manufactured against such drawings.

11.4.6 As authorized by WD, the contractor shall conduct a technical review of each product engineering change action taken as a result of any Test Incident Report (TIR) or incident report made necessary as a result of Contractor and Government testing and incorporate all such necessary changes into the existing Quality Assurance Technical Documentation (QATD).

11.4.7 The Contractor shall develop and maintain the Quality Assurance Technical Documentation (QATD) at their facility until completion of contract, with copies to be furnished to the Government upon request.

11.4.8 As authorized by WD, the contractor shall maintain and develop calculations, layouts, sketches, schematics, charts, design drawings, CAD models, and other visual depictions and the master list of inspection equipment drawings and shall maintain CM control of this information so the Government can insure that the latest and most up to date inspection devices are being used IAW ECP.

11.4.9 As authorized by WD, the contractor shall prepare draft and final instruction pamphlets and manuals required for the operation, maintenance, and calibration of the inspection equipment designed and for CM control.

11.4.10 As authorized by WD, the contractor shall prepare the quality assurance portion of overhaul or rebuild standards for the MRAP in draft form. This will include recommendations for all on-site inspection and tests to be performed during overhaul or rebuild of the contract item to insure that the item fulfills the quality requirements of applicable specifications and standards.

11.4.11 The contractor shall support and develop Final Inspection Records (FIRs). FIRs shall set forth the minimum inspection characteristics deemed necessary to assure conformance to end item specifications and drawings. The FIRs shall be updated and developed using, DI-QCIC-81068 as guidance to reflect all approved configuration changes. CDRL A048.

11.4.12 As authorized by WD, the contractor shall prepare the Item Modification Inspection Requirements, to include the in-process and final acceptance inspection requirements necessary for installing industrial and field modifications.

11.4.13 As authorized by WD, the contractor shall prepare the Quality Assurance End Item Pamphlet. The pamphlet shall contain the technical instructions and procedures for inspection operations. This pamphlet is intended as a guide for quality assurance personnel, outlining inspection requirements, lessons learned and potential trouble areas. The contents of the pamphlets are not meant to replace

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the detailed inspection procedures for which the manufacturer is responsible.

11.4.14 As authorized by WD, the contractor shall prepare the Quality Assurance checks for National Maintenance Work Requirements (NMWRs) and Depot Maintenance Work Requirements (DMWRs if required) and reconditioning standards. TACOM Pamphlet DRSTA-P-702-152 and MIL-STD-400051.2 may be used as a guide. Incorporate all inspection and tests, to be performed at the place of reconditioning during the reconditioning of item(s) that are necessary to ensure that the reconditioned item meet the quality requirements of the applicable specifications and standards with guidance from DI-FNCL-80462.

11.4.15 The contractor shall prepare, maintain, and deliver Quality Assurance Inspection Equipment (QAIE) design, instructions, and software. TACOM Pamphlet DRSTA-RP-702-120 and Sample Drawing 78952223 may be used as a guide.

11.4.16 As necessary in performance of the QE work on this contract, the Contractor shall perform tests and inspections to validate changes and modifications. Such test will be those necessary to evaluate the QARs for the MRAP FOV Systems.

11.4.17 The contractor shall conduct a technical review of each product engineering change action taken as a result of any Test Incident Report (TIR) made necessary by Contractor and Government testing, Product Quality Deficiency Report/Quality Deficiency Report (PQDR/QDR), System Safety Risk Assessment (SSRA), SAR and incorporate all such necessary changes into the then existing Quality Assurance Technical Documentation (QATD).

11.4.18 When QAPs or similar separate documents are already available, a determination whether the SQAP or QAR should be updated to a QAP or deleted as no longer valid or required shall be made during ECP actions or as required by WD. QAPS shall be updated (only) as necessary for all applicable items, components or assemblies affected by a WD. Updating of QAPs shall be based on the recommendations of the Quality Engineering review all considerations necessary to achieve a cost-effective, quality product: limit the use of specialized test and inspection equipment to only when necessary, define test setups and test equipment only when necessary, limit use of Inspection Method Control Sheets (IMCS) to only when necessary. Deleted documents shall be maintained in a backup file for reference data. The Contractor may use DRSTA-RP-702-155, titled "Preparation and Maintenance of Quality Assurance Provisions (QAPs)" (to be provided as GFI) as a guide when updating and developing QAPs. This data shall be provided on the government specified database repository to fidelity, format and delivery frequency agreed by the contractor and the Government.

11.4.19 The Contractor shall ensure that all sketches, contract part drawings CAD models and ordnance type drawings are provided IAW prescribed specifications and standards and contain sufficient dimensional, functional, protective finish and material deterioration prevention requirements with which to determine the acceptability of hardware manufactured against such drawings.

11.4.20 The Contractor shall prepare the quality assurance portion of overhaul or rebuild standards for the MRAP in both draft and final form in a mutually agreeable format for subsequent use by the Government. This will include recommendations for all on-site inspection and tests to be performed during overhaul or rebuild of the contract item to insure that the item fulfills the quality requirements of applicable specifications and standards This data shall be provided on the government specified database repository to a fidelity, format and delivery frequency agreed by the contractor and the Government.

11.4.21 The contractor shall develop, prepare, revise, update, and maintain military and commercial specifications, test procedures/processes, and similar documentation using MIL-STD-961; MIL-STD-962; the Federal Specifications Guide; as guidance.

11.5 The contractor shall perform QE support to MRAP production for the resolution of manufacturing and vendor problems, interpretation of QATD, perform analysis of inspection requirements to improve vehicle quality and prepare the necessary engineering changes to correct and improve the TDP Quality Documentation.

**11.6 Software Quality Assurance**

11.6.1 The contractor shall maintain a Software Quality Assurance Program (SQAP) to meet, as a minimum, the requirements of IEEE/EIA 12207 for software developed under this Contract. The Contractors Organizational Divisional Procedures (ODP) or equivalent requiring tailoring to meet the needs of a particular software development effort will be submitted to the Government prior to the start of that specific software development effort.

C.11.6.2 The Contractor shall have a design for reliability process of selecting a part or material and applying it in such a manner that results in high reliability under the worst case actual use conditions. Such an effort requires a structured approach during the part selection and design process. This process shall include:

- (1) Definition of operating environments
- (2) Establishment of lifetime requirements
- (3) Use of reliability models to estimate lifetime under use conditions
- (4) Estimates of reliability during the useful life
- (5) Stress derating
- (6) Analysis and design modifications to ensure robustness

Several analytical techniques are useful in robust design. These include derating, failure mode and effects analysis (FMEA) (with or

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without criticality analysis), fault tree analysis (FTA,) and finite element analysis (FEA). This analysis will be performed as requested by the Government.

**11.7 Quality Problem Investigation**

11.7.1 As authorized by WD, the contractor shall conduct investigations of quality problems originating from field activities, repair depots, supplies of Government-Furnished Equipment (GFE) items and other such activities per Government approved WDs. This effort shall include the review of problem reports, evaluation of quality deficiencies, clarification of inspection requirements and similar functions. The Contractor shall develop appropriate documentation, solutions and ECPS/RFW/RFD.

**11.8 Quality Records**

11.8.1 As authorized by WD, the contractor shall prepare and maintain complete and up-to-date records of all Quality Engineering work performed or accomplished for the contract items(s) on this contract. These records shall be of such extent and detail as to allow the Government to determine the status and progress of all work being planned or accomplished. The Government shall have access to the Contractors working records when required for Government purposes.

**12.0 Training and Training Support Services CDRL A049, A050, A051, A052, A053, A054, A055.**

12.1 Training and Training Support Services shall be provided as defined in the WD (MIL-PRF-5480G DI-MGMT-80911). The Contractor shall develop complete NET packages and shall provide submissions to the NET Manager, MRAP AMS Logistics, per a schedule mutually agreed upon at the Start of Work (SOW) meeting. There shall be two (2) delta training courses the New Equipment Training (OPNET) and the Field Level Maintenance New Equipment Training (FLMNET) Course. The Contractor shall deliver all documents and training materials in an editable commercial electronic format: Microsoft Word for documents and Microsoft PowerPoint for slide show presentations. Training materials shall not conflict with the content of the technical manuals. Training materials shall be developed at the ninth grade reading and comprehension level. Format and content will be per TRADOC Regulation 350-70 and the systems approach to training (SAT). Training developers and QA inspectors not familiar with SAT shall attend the U.S. Armys Systems Approach to Training Basic Course (SATBC) or an equivalent course prior to developing and reviewing the training packages. The training courses shall consist of classroom discussions, demonstrations, practical application, and evaluation. Attaining the learning objectives takes priority over attaining a predetermined quantity of training hours. Attaining the learning objectives takes priority over attaining a predetermined ratio of hours between classroom discussion and practical application.

**13.0 CFSRs Support and Services CDRL A056.**

13.1 The contractor shall establish a CFSR Program. The Contractor shall provide all administrative support and site supervision for the MRAP CFSR Program. The Contractor shall provide all the necessary personnel, equipment, tools, materials, supervision and other items and services necessary to maintain and support all MMPV Type II and RG-31 Legacy FoV operations. The Contractor shall provide Field Service Representatives (FSR) to provide technical repair and assistance as required and shall advise, make recommendations, to orient and instruct key Government personnel with respect to operations, maintenance, repair and parts supply for the vehicles furnished under this contract, CONUS and OCONUS. The FSRs shall be located at field sites as authorized to meet the requirements of the contract in a manner that is both economical and beneficial to the Government. The FSRs will be thoroughly experienced and qualified to advise and instruct Government personnel in the operation, maintenance, repair and parts supply of the equipment furnished under this contract. The Contractor will make available any and all information necessary to obtain a security clearance to the degree required by the installation or area in which services are to be performed. Government approval shall be limited to granting or denying security clearance for the person(s) named.

- a. The Contractor shall provide FSRs as a liaison between Contractor/subcontractor, APO MRAP AMS Operations, other Military Service organizations, U.S. Marine Corps, and FMS Customers.
- b. The FSRs shall investigate and recommend the need for training. The FSRs shall recommend the need for Failure Analysis (FA) of specific items under other contract work scope.
- c. The CFS support shall consist of on-site back-up engineering support and advice in the investigation and resolution of Armed Service support problems.
- d. The FSRs work schedule shall coincide with that of associated Government personnel.
- d. The Contractor shall also provide field support for de-processing, Stay Behind Maintenance and RESET programs.

13.1.1 Interim Contractor Logistics Support (ICLS) Forward Repair Activity (FRA). The ICLS FRA supported units will be configured to deploy using unit provided vehicles, shelters, transportation, and power-generating equipment for all Contractor operated equipment. The Contractor shall obtain a military equipment license for the equipment listed above, if necessary. All Contractor test equipment shall be capable of being operated in a forward deployed field location under combat conditions with DI-FNCL-80342 to be used as guidance.

**13.1.2 Fielding Reports (CDRL A121)**

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13.1.2.1 The Contractor shall report problems, in writing; attendant to its responsibilities to the PM MRAP AMS Team Site Supervisor, as necessary. The Contractor shall provide specific reports, as required, to include Field Problem Reports (FPRs) and Fire/Injury/Accident Reports to document MMPV Type II and RG-31 Legacy FoV system problems.

13.1.3 The Contractor shall submit a bi-weekly (twice a month) report on all CFS status in Government Defined Format, Frequency and Fidelity.

13.2 Additional Contract Field Services

a. The Contractor shall provide CFSRs to locations outside and within the Continental U.S. (OCONUS and CONUS) to support the fielding and sustainment of the MMPV Type II and RG-31 Legacy FoV systems to Army, Reserve Components, U.S. Marine Corp and FMS Customers.

b. The CFSR work schedule shall coincide with that of associated Government fielding personnel.

c. The Contractor shall provide liaison logistic assistance for the MMPV Type II and RG-31 Legacy FoV systems and its derivatives to OCONUS and CONUS using unit personnel.

d. The FSRs shall perform vehicle retrofit upgrades and kit installation at various locations.

14.0 Deployment

14.1 Contractor personnel may be required to deploy in OCONUS areas of operation for fielding, exercises, MWO applications, etc. The Contractor acknowledges that such operations are inherently dangerous and accepts the risks associated with contract performance in this environment. Each military operation shall evolve differently depending upon mission. The Contractor shall ensure that all Contractor personnel understand and agree to comply with all operations.

14.1.1 Depending on the Status of Forces Agreement (SOFA) or other international agreements, all Contractor employees may be subject to the customs, processing procedures, laws agreements and duties of the country in which they are deploying to and the procedures, laws and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

14.1.2 If required, the Contractor is responsible for documenting technical, expert status (for performance in Germany). The Contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

14.2 Immigration and Customs

14.2.1 The Contractor is responsible and authorized for obtaining (i) all passports, visas, and other entry/exit documents necessary for Contractor personnel to transverse through and within the Area of Operation and (ii) the customs, immigration, or similar liabilities of its Contractor personnel.

14.2.2 Passports/Visas. The Contractor is responsible for obtaining all passports and visas. Contractor employees are required to carry a valid passport at all times when deployed and traveling overseas in support of military operations. Requirements for visas shall be determined by the country of deployment and obtained from the appropriate embassy prior to deployment. The Government will provide assistance to the Contractor in obtaining visas to countries if requested by the Contractor and required to meet the contingency deployment schedule.

14.2.3 Customs and Entrance/Exit Processing. While entering and exiting a foreign country, Contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the countries in which the contractor is deploying. Details for a Contractor employees deployment shall be fully explained during the deployment processing.

14.2.4 When returning, Contractor employees shall also be subject to U.S re-entry customs requirements in effect at the time of re-entry. The PCO will determine and stipulate the allowed ability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

14.2.5 Upon arrival to the host country, the Contractor personnel may be required to obtain locally required identification cards. The Government representative who has cognizance for these Contractor personnel in theater will assist in the coordination of the issuance of these identification cards.

14.3 Contractor Support During Contingency Operations/Contractors Accompanying the Force

14.3.1 The Contractor shall provide all the necessary personnel, equipment, tools, materials, supervision, and other items and services necessary to maintain and support U.S. Army contingency operations. Each military operation will evolve differently depending upon mission and the combatant commanders guidance. The Contractor is obligated to request any specific information needed at the time of deployment from the Government.

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## 14.4 Contractor Support during Contingency Operations Pre-Deployment

14.4.1 The Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data (including departure data) for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of Class Deviation SPOT tracker, DAR 2007-00004. The automated web-based system to use for this effort is the Synchronized Pre-Deployment and Operational Tracker (SPOT). For information on how to register and use SPOT, go to <https://spot.altess.army.mil>. The Government will provide POCs and training for personnel required to enter data into SPOT. The Contractor shall ensure that all employees in the database (SPOT) have a current DD Form 93, Record of Emergency Data Card, on file with their employer. In addition, individuals deploying to OEF will also require an Afghanistan validation Memo to authorize entry into OEF.

## 14.5 Preparation for Overseas Movement

14.5.1 As part of the Preparation for Overseas Movement (POM) processing for Contractor employees, the Governments POM activities at the home station or the CRC will screen Contractor personnel records, conduct theater specific briefing and training, issue theater specific clothing and individual equipment, verify that medical requirements (such as immunizations, DNA screening, HIV testing and dental examinations) for deployment have been met, and arrange for transportation to the theater of operation. While POM processing at the CRC/IDS; the Government will furnish lodging at the CRC billeting area. Contractor personnel attending the CRC, with orders and their Common Access Card (CAC), will be provided meals at the mess hall free of charge. When Contractor personnel are training or processing and they miss the mess hall meal, they will be issued a Meal Ready to Eat (MRE) free of charge.

## 14.6 Overseas Contractor Requirements

14.6.1 Contractor personnel shall be available and prepared to support worldwide deployment IAW supported units deployment and readiness Standard Operating Procedure (SOP), and IAW DA Pamphlet 715-16, Contractor Deployment Guide in Theater of Operations.

Contractor personnel shall be ready to deploy within 72 hours of notification by the PCO to the contractor, using military or civilian transportation by land, sea, or air, after CONUS Replacement Center (CRC). This includes completing and maintaining current the following forms and actions as a guide IAW Deployment Guide:

- Orders (Letter of Authorization)
- Passport/Visa/ID Card
- Shot Record (PHS 731)
- Physical Examination
- Eye Prescription (if applicable)
- Emergency Data Sheet (DD 93)
- Medical/Dental (DA 4036R)
- CIF (Clothing Record)
- Power of Attorney for financial and custodial matters
- Last Will and Testament
- Set of TA-50 (as required by supported units)

## 14.7 Contractor Augmentation/Backfill

14.7.1 Contractor personnel shall agree to abide by the rules of engagement, policies, and procedures as established by the supported unit Commander during either combat or training deployments. When tasked, the Contractor shall augment any deployment with additional personnel and provide back fill personnel to non-deployed units as necessary.

## 14.8 Contractor Support to Deployed Personnel

14.8.1 The Contractor shall provide sufficient resources to support their deployed personnel in the performance of their duties. This may include logistics from the Contractors CONUS location for obtaining parts for repair for the forward deployed FSRs along with providing technical assistance in determining the causes of failure and remedies of failures. The Contractor shall also provide assistance and technical support in determining and resolving issues or conditions related to or affecting safety. In addition, operations support personnel shall coordinate all international shipping as required, to support the return and receipt of new and repaired items. The Contractor shall also provide periodic detailed program status and information to the Government program office. This data shall be provided on the government specified database repository to a fidelity, format and delivery frequency agreed by the contractor and the Government.

## 14.9 Government Assistance to Deployed Personnel

14.9.1 The Government will provide assistance to ensure the Contractor can meet deployment requirements. Specifically, but not limited to: visa, medical support, applicable accessories for each person deployed, housing and shelter, transportation at the deployment location, and power generating equipment will be provided as Government Furnished Equipment (GFE). Contractors are not authorized to rent, lease or procure vehicles for utilization at any of the MRAP AMS deployment locations.

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## 14.10 Assignment of Personnel Deployed

14.10.1 Contractor personnel will be administratively assigned to the Logistics Support Element (LSE) for accountability, administrative support and life support.

## 14.11 Compliance of Deployed Personnel

14.11.1 The Contractor shall ensure that all Contractor employees including its sub-Contractors comply with all guidance, instructions and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This includes any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, safety, and unit cohesion.

## 14.12 Deployed Personnel Resolution of Disputes

14.12.1 The Contractor shall promptly resolve, to the satisfaction of the PCO, all Contractor employee performance and conduct problems identified by the cognizant PCO or his/her designated representative. The PCO may direct the Contractor to remove or replace any Contractor employee failing to adhere to instructions and General Orders issued by the Theater Commander or his/her designated representative.

## 14.13 Deployed Return Processing Procedures

14.13.1 Upon completion of the deployment or other authorized release, the Government will authorize Contractor employee transportation from the area of operations to the designated CRC/IDS site. At the return processing center the Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractors employees are returned to Government control upon completion of the deployment. The Contractor shall provide the PCO with documentation, annotated by the receiving Government official, of all clothing and equipment returns. The Contractor is responsible for transportation of all clothing and equipment returns.

## 14.14 Contractor Risk Assessments and Mitigation of Deployed Personnel

14.14.1 The Contractor shall Brief its employees regarding the potential danger, stress, physical hardships, and field living conditions. The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of a contingency deployment involving military operations. If an employee needs to be replaced for any reason (sickness, disciplinary, emergency leave, etc.) the Government requires that that employee shall be replaced as soon as possible. Designate one representative from its company team as its Contractor team lead. The team lead shall be the Governments point of contact for operational and personnel matters during deployment. Prepare plans for support of military operations in-country as required, or as directed by the PCO.

## 14.15 Deployed personnel Pay, Tour of Duty/Hours of Work

14.15.1 The Government is not a party to the employee-employer relationship. Any questions, which Contractor employees have regarding pay, should be discussed with the Contractor.

14.15.2 Tour of Duty/Hours of Work. Tour of Duty is defined as the length of deployment. The tour of duty is 12 months. Hours of Work is defined as the hours worked during a 7 day workweek. For OCONUS personnel a workweek is defined as 12 hours per day, 7 days per week. The Contractor shall comply with all duty hours and tours of duty identified by the PCO.

## 14.16 Deployed personnel On-Call Duty

14.16.1 The Contractor shall be available to work (i.e. on-call) during other than regular hours to perform mission essential tasks.

## 14.17 Deployed Personnel Development Plan

14.17.1 The Contractor shall develop and maintain a Deployment Plan for personnel subject to deploy in support of contingency operations. The Deployment Plan will follow guidelines set forth in AMC-P 715-16 for the items provided by the Contractor. The Contractor shall certify that deploying Contractor personnel have completed all administrative requirements set forth in Tables B-1 and B-2 of DA PAM 715-16 and furnish a copy of the certified checklist to the MRAP AMS Product Management Office.

## 14.18 Deployed Personnel Contingency Plan

14.18.1 The Contractor shall provide a Contingency Plan, which may be included as part of the overall Deployment Plan, describing how the Contractor will ensure the continuation of such services during crisis situations, to include performance under hostile conditions. This data shall be provided on the government specified database repository to a fidelity, format and delivery frequency agreed by the contractor and the Government. The plan should identify which positions are performing mission essential support. The plan should also identify which Contractor personnel have a military mobilization recall commitment and provide for adequate replacement of those Contractor personnel in the event of mobilization. (The Contractor should use a reference DoD Instruction 3020.37, Continuation of

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Essential DoD Contractor Services During Crisis) at ://www.dtic.mil/whs/directives/.

14.19 Deployed Personnel Contact Information

14.19.1 The Contractor shall provide the MRAP AMS Product Management Office the contact information for its primary and backup Points of Contact who are familiar with the firms plans and operations relating to Contingency Operations. This data shall be provided on the government specified database repository to a fidelity, format and delivery frequency agreed by the contractor and the Government.

14.19.2 The Deployment and Contingency Plans will be provided to the MRAP AMS Product Management Office 15 days after award of the contract. This data shall be provided on the government specified database repository to a fidelity, format and delivery frequency agreed by the contractor and the government.

14.20 Contractor Deployment

14.20.1 The Contractor shall have the capability to staff and support any unit OCONUS with either a FRA capability and/or additional FRA personnel as needed in the event of a deployment, whether contingency or for training.

14.21 Contractor Personnel Management

14.21.1 As used herein, the phrase Contractor personnel includes both prime and subcontractor personnel and the Contractor shall ensure that these requirements herein are included in all subcontracts. Each military operation shall evolve differently depending upon mission and the combatant commanders guidance.

14.21.2 Treaties and International Agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), applicable to Contractors supporting the U.S. Armed Forces under the facts and circumstances in the Area of Operations. The Contractor shall be thoroughly familiar with Army Regulation (AR) 715-9, Contractors Accompanying the Force, DA PAM 715-16, and Field Manual (FM) 3-100.21. In addition, the Contractor is obligated to request any specific information not provided in this language, but needed at the time of deployment for the PCO or the designated Contracting Officers Representative (COR).

14.21.3 The Contractor shall comply with U.S. Army and DoD regulations, directives, guidance, instructions, policies, procedures, and general orders applicable to U.S. Armed Forces and DoD civilians supporting the U.S. Armed Forces in the Area of Operation (AO) as issued by the Combatant Commander and his/her representative to ensure mission accomplishment, force protection, and safety.

14.21.4 Accounting for Personnel (Systems, External and Theater Support). As directed by the PCO or his/her representative, and based on instruction of the theater commander, the Contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security Number (SSN) or other official Identity document number.

14.22 Contractor Personnel Risk Assessments and Mitigation

14.22.1 Contractor Contact Information: The Contractor will provide the Government information for its primary and backup Points of Contact who are familiar with the firms plans and operations relating to contingency operations. This data shall be provided on the government specified database repository to a fidelity, format and delivery frequency agreed by the contractor and the Government.

14.23 Contractor Evacuation

14.23.1 As required by the operational situation, the Government may, at its discretion, relocate designated Contractor personnel (who are United States citizens, aliens in resident of the United States or third country nationals (not resident in the host nation)) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

14.24 Contractor Notification

14.24.1 The PCO may direct evacuation of Contractor employees deployed in support of contingency operations upon a determination that there is an imminent increased threat to the safety, health, or welfare of the Contractor employees and an evacuation is necessary to secure their health, safety, and/or welfare. The PCOs evacuation direction will be in writing or will be promptly confirmed in writing.

14.25 Contractor Requests

14.25.1 If the Contractor reasonably believes there to be an imminent increased threat to the safety, health, and/or welfare of the Contractor employees, the Contractor may request the PCO to direct the evacuation of those personnel. The Contractor may also request evacuation of Contractor employees in the event of medical emergency or death. These requests shall be in writing or shall promptly be confirmed in writing and shall detail the circumstances constituting an imminent increased threat the safety, health, and/or welfare of the contract employees. The Contracting Offices, after discussions with the Theater Command of host nation and other Government Official(s) to the extent the PCO considers them advisable, will direct evacuation of Contractor employees or will deny the request.

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## 14.26 Training of Government Personnel

14.26.1 When directed, for those Contractor personnel providing services deemed essential during a crisis, the Contractor shall ensure that all appropriate training required to ensure a continuation of essential services during a crisis is provided to Government personnel. The rights and remedies of the Government under this clause are in addition to any other rights and remedies provided by law or under this contract.

14.26.2 The PCO will inform the Contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards. The U.S. Government will provide the Contractor employees with CDE familiarization training commensurate with the training provided to DoD civilian employees.

14.26.3 The CRC/IDS will provide mission training designed to provide deploying individuals with a basic knowledge of what they can expect once they deploy into the theater of operations. Training will cover areas such as the Geneva Convention, Code of Conduct, Health and Sanitation, Legal Assistance, Customs and Courtesies for the area of deployment, applicable Status of Forces Agreement, Security, Weapons Familiarization and any additional training dictated by the special circumstances of the deployment and approved by the Theater Commander

## 14.27 Technical Data Rights

14.27.1 When directed, for those Contractor provided services deemed essential during a crisis the Contractor shall ensure all applicable technical data that is required to ensure the continuation of essential services during the crisis are provided to the Government. These rights and remedies of the Government are in addition to any other rights and remedies provided by law or under this contract.

## 14.28 Security and Background Checks

14.28.1 Prior to accompanying the force, the Contractor shall ensure that all Contractor security and background checks are performed.

## 14.29 Central Processing and Departure Point

14.29.1 The U.S. Government (USG) is responsible for providing information on all requirements necessary for deployment. The U.S. Army has created several sites within the Continental United States (CONUS) for expeditiously preparing individuals for deployment to a combatant area or theater of operation. These sites are known as CONUS Replacement Centers (CRC) or Individual Deployment sites (IDS). The Contractor shall ensure that all Contractor personnel report to the designated deployment-processing site where the Contractor personnel will receive appropriate training and items (e.g. specialized clothing and equipment, identification cards and tags). For any Contractor personnel determined by the Government to be not qualified to accompany the force, the Contractor shall promptly remedy the problem. The Contractor shall ensure that all Contractor personnel re-deploy and out-process through the designated deployment processing site. Upon redeployment, the Contractor shall ensure that all issued controlled items are returned to the Government. (Medical screening requirements may be found in FM 3-100.21, Appendix D.)

14.29.2 General. The Government is responsible for providing information and assistance in meeting the requirements necessary for deployment. Deployment processing will include, as a minimum, all Government required procedures such as medical examinations, and immunizations. If central processing is required, the Contractor employees will be issued Letters of Authorization for processing through a specific CONUS Replacement Center/Individual Deployment Site (CRC/IDS) and for the duration of the tour of duty. The Contractor is responsible for travel to the CRC/IDS or other CONUS departure point. If a CRC/IDS CONUS departure point is not used, the Contractor will receive an equitable adjustment for all reasonable travel costs incurred in deployment of Contractor employees.

14.29.3 Contractor personnel, who have an established habitual relationship with a deploying military unit, may be required to prepare for deployment with the unit. For any Contractor personnel determined by the Government at the deployment/processing site to be non-deployable, the Contractor shall promptly remedy the problem. For all other Contractor personnel who do not have an established habitual relationship with a deploying military unit, the PCO will provide information regarding the appropriate deployment procedures and preparation site.

14.29.4 The PCO will provide Contractor their AO Government point of contact, AMC LSE, or other designated liaison, prior to their deployment with the unit to the AO. The Contractor shall be responsible for notifying the applicable Government contact of their imminent deployment. Information to be provided to the Government contact shall include their movement dates and locations with the unit within the AO, and their departure date from the AO and out-process through the original deployment processing Center.

14.29.5 For any Contractor employee determined by the Government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance or travel documents when required, the Contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided within a mutually agreeable time period.

14.29.6 The PCO will provide the Contractor all mission training requirements and the Contractor shall ensure that all deploying employees receive, and successfully complete, all required mission training.

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14.29.7 The Contractor shall not deploy its own employees unless authorized by the PCO. If authorization to deploy its own employees is provided, the Contractor is responsible to ensure all deployment requirements are met. The Contractor shall ensure all deployment requirements are coordinated with the PCO, the appropriate Army Material Command (AMC), Logistics Support Element (LSE) or other designated liaison prior to deployment.

**14.30 Individual Readiness File**

14.30.1 It is the Contractors responsibility to maintain the Individual Readiness File (IRF) records needed for identification and processing. Contractor personnel are responsible for having their IRF complete and with them when they arrive at their deployment processing center. In the absence of a detailed list elsewhere in the contract, see the tables in the latest revision of AR 715-9 and the Administrative Section on the CONUS Replacement Center website at [://www.benning.army.mil/crc/](http://www.benning.army.mil/crc/) for details on what should be included. Note that some requirements will vary depending on the area to which Contractor personnel will be deployed.

**14.31 Contractor Medical**

14.31.1 It is the responsibility of the Contractor to provide qualified, capable personnel who meet the physical standards and medical requirements to perform the contracted duties in designated theater of operations. The Government may provide some or all of the required deployment screening.

14.31.2 Individual readiness files must address the following areas:

Medical/Dental Contractor personnel shall bring two copies of their latest complete physical exams (must be less than 12 months old) and dental records (with panarex). DNA sample will be collected and stored at the deployment-processing center.

The Army Dental Care System (ADCS) will ensure dental health deployment standards by accepting only a DoD Form 2813, Active Duty/Reserve Forces Dental Examination, completed by the Contractors civilian dentist, as proof of dental deployment status.

**14.32 Medical Screening**

14.32.1 Deploying Contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require. Military facilities will not be able to replace many medications required for routine treatment of chronic medical conditions such as high blood pressure, heart conditions, asthma and arthritis. Contractor employees will review both the amount of the medication and its suitability in the foreign area with their personal physician and make any necessary adjustments prior to deployment. Upon arrival in the area of operations, the Logistical Assistance Office (LAO) or COTR will coordinate with the supporting medical unit to ensure the future availability of prescription medications and to obtain such medications.

14.32.2 If glasses are required, contractor employees shall deploy with two pairs of glasses and a current prescription. Copies of the prescription shall be provided by the employee at the CRC so that eyeglass inserts for use in compatible chemical protective mask can be prepared. Wearing contact lenses in a field environment is not recommended.

14.32.3 Contractor employees shall deploy with spare hearing aid batteries, sunglasses, insect repellent (containing DEET), sunscreen and any other supplies related to their individual physical requirements (e.g. aspirin, Tylenol, or ibuprofen, anti-diarrhea, cough syrup, eye drops, band-aids, and antibiotics).

14.32.4 The Government at its discretion may provide to Contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to DoD civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care.

14.32.5 The examining physician or physician assistant (PA) has full authority in determining Contractor personnel fitness. In making this determination he/she should consider: the specified standards of the Contractor personnel position (described on SF 78, Certificate of Medical Examination), the physical and medical condition of the Contractor personnel, the potential environment to which the Contractor personnel may deploy (for Emergency Essential Personnel, assume combat zone in the third world; for all others, consider the environment to which the Contractor is deploying). The physician/PA should be conservative in determining Contractor personnel fitness and render his/her written recommendation of SF 78.

14.32.6 If bio-defense vaccines are required, such as anthrax and smallpox for the Area of Operations being deployed, the vaccine will be provided to the Contractor personnel by the Government on a reimbursable basis. Generally, the vaccines will be provided at the CRC or at the nearest Medical Treatment Facility (MTF).

**14.33 Standard Identification Cards**

14.33.1 The Contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment. In addition to the DD Form 489 (Geneva Convention Card), issued at the point of deployment, all Contractor employees will be issued personal identification tags and common access cards (CAC), if available before deployment. The CAC documents Contractor employee entitlements for access to installation as well as medical and PX privileges in accordance the applicable Letter of

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Authorization(described elsewhere in this contract). Personal identification tags will include the following information: full name, social security number, blood type and religious preference. Contractor Employees will maintain all issued cards tags on their person at all times while OCONUS. Upon redeployment, the Contractor shall ensure that all issued controlled identification cards and tags are promptly returned to the Government.

14.33.2 Upon arrival in theater, Contractor personnel may be required to obtain locally required identification cards. The Government Representative who has cognizance for these Contractor personnel in theater will assist in the coordination of the issuance of these identification cards.

## 14.34 Letter of Authorization

14.34.1 Unless prohibited by international agreement, the PCO will issue a Letter of Authorization (LOA) for Contractor personnel deployment and redeployment to and from the Area of Operation. This is the document Contractor personnel must carry with them as authorization for use of Government transportation, medical facilities, billeting, and other entitlements. Invitational travel orders shall not be issued in lieu of this Letter of Authorization. These Letters of Authorization will state the intended length of assignment in the area of operation and shall identify planned use of Government facilities and privileges in the theater of operations, as authorized by the contract. C.14.35 Clothing and Equipment Issue

14.35.1 Contractor personnel accompanying the force are not authorized to wear military uniforms items, except for specific items required for safety and security. Exceptions require a Department of the Army waiver. An individuals status as Contractor personnel shall be conspicuously displayed on their clothing unless prohibited for operational reasons. Contractor personnel should wear clothing appropriate for the work being performed. Items of personal clothing and personal care, to include both casual attire and work clothing required by the particular assignment, are the responsibility of the individual Contractor employee and will not be issued at the deployment center. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely effecting the Governments tactical position in the field. Guidelines are within Pamphlet AMC-P715 and DA PAM 715-16. It is up to the Contractor to insure that duty uniforms do not present a problem for the field commander or to be so similar to the Armed Services uniform to create confusion.

14.35.2 The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that Contractor employees be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, Radiological , Nuclear Element and High-Yield Explosive (CBRNE) defensive equipment, necessary to ensure Contractor personnel security and safety. The Contractor or Contractor personnel shall sign for all issued OCIE to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE.

14.35.3 When OCIE and/or Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) equipment is issued to the Contractor personnel, equipment familiarization training shall be provided to the Contractor personnel, commensurate with the training provided to DoD civilian employees, usually at the deployment processing center.

14.35.4 The Contractor shall ensure that all issued OCIE is returned to the Government at the place of issue unless the PCO or his representative direct otherwise.

## 14.36 Contractor Vehicle and Equipment Operation

14.36.1 The Contractor shall ensure that Contractor personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the Area of Operations.

14.36.2 Contractor-owned or leased motor vehicles or equipment shall meet all requirements established by the combatant command and shall be maintained in a safe operating condition.

14.36.3 Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the unit or agency issuing the equipment. The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment. The Government, at its discretion, may train and provide an Incidental Driver Permit to Contractor employees who operate military owned or leased equipment (Ref. AR 600-55).

## 14.37 Contractor Tour of Duty

14.37.1 The Contractor may rotate Contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than six months, the Contractor may rotate personnel. The costs for rotating employees who have deployed for longer than six months will be an allowable cost under the contract. The Contractor shall coordinate personnel changes with the PCO and the AMC, LSE or other designated liaison responsible for accounting for Contractor personnel in their Area of Operation.

14.37.2 The Contractor shall comply with all duty hours and tours of duty identified in this contract. These could change, however, to ensure the Governments ability to continue to execute its mission. The duty hours and tours of duty may be the same as military personnel and operation needs as directed by the Combatant Commander.

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14.37.3 The Contractor shall be available to work extended hours to perform mission essential tasks as required by the operational situation by the Combatant Commander or his/her authorized designee, when required, to ensure the Governments ability to continue to execute its mission.

**14.38 Contractor Reception, Staging, Onward Movement and Integration**

14.38.1 Arrival in Area of Operation Logistics Support Element. Contractor employees shall report to the AMC LSE (or other designated liaison) and provide necessary information to the AMC LSE on the Contractors deployment and activities in the Area of Operation to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the PCO or COR.

14.38.2 Upon arrival in the Area of Operation, Contractor personnel shall receive reception, staging, onward movement and integration (RSOI), as directed by the AMC-LSE (or other designated liaison). Contractor personnel may be required to obtain additional locally required identification cards.

14.38.3 Use of Commercial Transportation into the Area of Operation. Unless directed by the PCO in conjunction with guidance from the combatant commander, Contractor personnel shall not obtain commercial transportation into an Area of Operation. The Government shall provide transportation into and out of the Area of Operation for Contractor personnel from the deployment-processing center.

**14.39 Contractor Accountability/Visibility & Logistics Support Element**

14.39.1 The Contractor shall ensure that all Contractor personnel contact the AMC-LSE (or other designated liaison). Contractor personnel will be responsible for providing all required theater specific accountability/visibility information to the Area of Operations AMC-LSE to facilitate the logistics integration function. The specific information required to assist in accounting for these personnel when they are deployed will be identified by the Government prior to the Contractor personnel reporting to the deployment processing center. The Contractor shall ensure that all requested data is provided to the Army for inclusion in the U.S. Armys applicable personnel accountability database system.

14.39.2 The Contractor shall coordinate with the AMC LSE or other PCOs designated representative for logistics support, as follows: (i) upon initial entry into the Area of Operation; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the Area of Operations; and (iv) upon exiting the Area of Operation. Any additional coordination requirements with the AMC-LSE shall be as directed by the PCO or COTR.

14.39.3 As required by the operational situation, the Government may at its discretion relocate Contractor personnel to a safe area or evacuate them from the Area of Operation. The U.S. State Department has responsibility for evacuation of personnel as described in 22 U.S.C. 4802(b).

14.39.4 If Contractor personnel depart an Area of Operations without permission, the Contractor shall ensure continued performance IAW the terms and conditions of the contract. When the Contractor replaces personnel who depart the Area of Operation without permission, the replacement expense shall be borne by the Contractor and the employee must be replaced within a mutually agreeable time period. Contractor personnel who depart the Area of Operation without permission relinquish force protection.

**14.40 Contractor Technical Support**

14.40.1 All technical support processes and procedures (such as parts requisitioning and distribution, retrograde of material, surging technicians forward, etc.) will be integrated into the logistics plans and policies established by PM MRAP. Contractor shall ensure coordination with the Brigade of transit and status reporting for all non-standard parts.

14.40.2 The Contractor should be prepared to move material and equipment using U.S. Government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging and tie-downs as required by the operational situation.

**14.41 Contractor Force Protection**

14.41.1 While performing duties IAW the terms and conditions of the contract, the Combatant Commander shall provide force protection to Contractor personnel commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, and Defense Logistics Agency (DLA) civilians in the Area of Operations.

**14.42 Contractor Weapons**

14.42.1 The Government will provide force protection for Contractor personnel. The Government may issue side arms to Contractor employees for their personal self-defense. The issuance of such weapons must be authorized by the Theater Commander and must comply with military regulations regarding firearms training and safe handling. However, Contractor employees shall not possess personally owned firearms in the area of operations. The acceptance of self-defense weapons by a Contractor is voluntary and should be IAW the employers company policy regarding possession and use of weapons. When accepted, the Contractor employee is responsible for using the weapon IAW

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the applicable rules governing the use of force (Defense Federal Acquisition Regulation (DFARS) 252.225-7995) . Also, when accepted, only military issued ammunition may be used in the weapon. The Contractor employee is legally liable for any use that is not IAW the rules of engagement (DFARS 252.225-7995) . The Contractor employee must be aware that they may incur civil and criminal liability, both under Host Nation Law or U.S. Criminal and Civil Law, for improper or illegal use of weapons.

14.43 Contractor Weapons Training

14.43.1 Prior to issuing any weapons to Contractor employees, the Government will provide the Contractor employees with weapons familiarization training commensurate to training provided to DoD civilian employees. The Theater Commander is responsible to ensure that armed Contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war. The Contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

14.44 Contractor Legal Assistance

14.44.1 Contractor employees supporting a contingency deployment and are accompanying the Armed Forces of the U.S. outside the U.S., will receive certain legal assistance from Army lawyers as part of their deployment support. If legal assistance is provided while Contractor employees are deployed in the theater of operations, it must be IAW applicable international or host nation agreements. The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to simple wills, powers of attorney, and advanced medical directives), and help retaining non-DoD civilian attorneys.

14.45 Contractor Living under Field Conditions

14.45.1 Depending on the contingency, and other factors, it may be necessary for the Government to provide deployed Contractor personnel the equivalent living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the Areas of Operations unless prohibited by field conditions. Types of logistical support provided to Contractor personnel are outlined in the Letter of Authorization (LOA).

14.45.2 The Contractor is advised of the potential danger, stress, physical hardships and field living conditions associated with the deployment. The Contractor shall be responsible for sharing this information with it employees.

14.45.3 The Contractor shall ensure that Contractor personnel acknowledge, in writing, that they understand the danger, stress, physical hardships, and field living conditions that are possible in support of military operations. The acknowledgement will include the impact that any austere conditions may have on any Contractor personnel chronic medical preconditions.

14.45.4 If subsistence and protection requirements change during the deployment (e.g. if the Combatant Commander or subordinate commander changes the authorizations), the PCO will modify the contract, and any equitable adjustments shall be negotiated under the changes clause.

14.45.5 Morale, Welfare, Recreation. When approved by the installation or combatant commander, the Government will provide deployed Contractor personnel with morale, welfare, and recreation services commensurate with that provided to DoD civilians and military personnel in the Area of Operations.

14.45.6 Morale, Welfare, Recreation (MWR) and Support Services. Contractor employees working within the theater of operations will, to the maximum extent possible, be eligible to use MWR facilities, activities, and services subject to the installation or Theater Commanders discretion and the terms of the contract. Contractor employees will be eligible for use of Army and Air Force Exchange Service (AAFES) facilities for health and comfort items. Use of these facilities will be based on installation and Theater Commanders discretion, the terms of the contract with the Government, and the terms of the applicable Status of Forces Agreement (SOFA).

14.46 Status of Forces Agreements (SOFA)

14.46.1 SOFA is an international agreement between two or more Governments that provide for various privileges, immunities and responsibilities, as well as the rights and responsibilities of individual members of the sending states force. The Contractor shall adhere to all relevant provisions of applicable SOFA and other similar related agreements.

14.47 Uniform Code of Military Justice

14.47.1 Civilian and Contractor employees are subject to military law when serving with or accompanying an armed force only in time of war. The U.S. Supreme Court has ruled in time of war to mean a congressionally declared war.

14.48 Public Law 106-523 Military Extraterritorial Jurisdiction Act of 2000. Amended Title 18, U.S. Code, establishes Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes. The Act applies to anyone who engages in conduct outside the U.S. that would

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constitute an offense punishable by imprisonment for more than one year, the same as the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S. The term employed by the Armed Forces outside the U.S. means employed as a civilian employee of DoD, as a DoD Contractor or an employee of a DoD Contractor, who is present or residing outside the U.S. in connection with such employment, and is not a national of or ordinarily resident in the host nation. The term accompanying the Armed Forces outside the U.S. means a family member of a member of the Armed Forces, a civilian employee of the DoD, a DoD Contractor or an employee of a DoD Contractor, not a national of or ordinary resident in the host nation.

## 14.49 Contractor Health and Life Insurance

14.49.1 The Government has no statutory obligation to provide a Contractor employee with any health insurance. The Government may reimburse some life insurance costs as a result of overseas deployment.

## 14.50 Contract Next of Kin Notification

14.50.1 Before deployment, the Contractor shall ensure that each Contractor employee completes at least three (3) DD Forms 93, Record of Emergency Data Card. One completed form is for the CONUS Replacement Center (CRC), one copy for the Armys Casualty & Memorial Affairs Operations Center (CMAOC), and one copy for the AMC (LSE Contractor Coordination Cell (CCC) or other designated liaison. Contractor personnel are responsible for providing the CRC with two copies and delivering one copy to the AMC LSE or other designated liaison upon arrival in theater. The Contractor personnels office should also maintain this information.

14.50.2 As Executive Agent for Mortuary Affairs, the Army will facilitate the notification of the Next of Kin (NOK) in the event that a U.S. citizen Contractor employee accompanying the force OCONUS dies, requires evacuation due to injury, or is reported missing or captured. Notification support by the Army is dependent upon each Contractor employee completing, and updating as necessary, the DD Form 93 (Record of Emergency Card).

14.50.3 The Department of Army will not directly make contact with the NOK since the relationship is between the Government and employer and not directly with the employee. In some cases, an Army Notification Officer may accompany the employers representative to facilitate the notification process, if requested by the employer. In this case, the Army Notification Officer may work with the Contractor Representative in assisting the NOK with applying for and obtaining the appropriate benefits and entitlements.

14.50.4 It is important to note that it is not within the Government's purview to notify the NOK or family directly. The Army does not have any other responsibility other than delivering the remains to the location specified by the NOK as reported by the employer.

14.50.5 NOK Reports. The Contract shall submit in Government Defined Format, Frequency and Fidelity a bi-weekly (twice per month) status report on all deployment activities This data shall be provided on the government specified database repository to a fidelity, format and delivery frequency agreed by the contractor and the Government.

## 14.51 Personnel Recovery (PR) Training

14.51.1 Personnel Recovery is the sum of diplomatic, civil, and military efforts to report, locate, support, recover, return and repatriate U.S. military, DoD civilians, DoD Contractors, and others as directed by the Secretary of Defense who are captured, detained, evading, isolated or missing, while participating in a U.S. activity or mission.

14.51.2 Preserving the lives of US Military, DoD Civilians and DoD Contractors placed in danger of isolation, detention or capture, while in a US sponsored mission, is one of the highest priorities of the US Government. Personnel Recovery is the critical element for AMC to fulfill its moral obligation to protect its personnel, prevent exploitation and to reduce the potential for the capture of Personnel.

14.51.3 Personnel Recovery encompasses prevention training, conducting military search and rescue, combat search and rescue, recovery of isolated personnel, and repatriation of hostages, detainees, prisoners of war or persons missing or killed in action.

14.51.4 All Contractor Personnel conducting OCONUS missions are required to have Personnel Recovery Training IAW DoDI 3020.41. The Contracting Officers Designated Representative will make arrangements for the Contractor personnel to fulfill the PR requirements.

14.51.5 Contractor personnel accompanying the forces in AOR will receive their PR Training at CRC. However, the Synchronized Personnel Operational Tracker and Civilian Personnel Verification Data Card should be completed at home station and provide to the PM MRAP to hold as backup for the theater. CRC will also require the Contractor personnel to complete this data.

14.51.6 Contractor personnel conducting OCONUS missions (other than AOR) will also require PR Training. The Contractor will be informed of the requirements for each mission. The Contractor personnel will complete the following pre-deployment home station training through the U.S. Army Aviation & Missile Command, Personnel Recovery Program website ://redstoneappsrvl.resdstone.army.mil/prp/prp\_home:

14.51.7 SERE Level B unclassified training videos (Hostage Introduction, Hostage Survival Policy/Surviving a Hostage Detention, Hostage Communication, Hostage Resistance Exploitation, Hostage Effecting Release, and Level B Hostage Summary)

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- a. Review Code of Conduct Briefing
- b. At-Risk Briefing
- c. Review of Foreign Clearance Guidance Guide
- d. Antiterrorism Level 1 Training
- e. High-Risk-of-Capture Briefing
- f. Complete Civilian Personnel Data Verification Card
- g. Register in SPO Tracking System Training completion will be validated by TACOM, G-2 and MRAP Project Manager.

14.52 Korea Operations: United States Forces Korea Regulation 525-40 (USFK Reg 525-40) and Army in Korea Regulation 95-33 (AK Reg 95-33) are incorporated by reference. USFK Reg 525-40 and AK Reg 95-33 can be accessed at <http://8tharmy.korea.army.mil> under the publications link.

14.53 Contractor Verification System

14.53.1 The Under Secretary of Defense for Personnel and Readiness (USD9P&R) has mandated the Contractor Verification System (CVS) as the authoritative source for secure, reliable Contractor identification data. Effective 27 October 2006, the web-based CVS application will be the only means which Contractor data may be added to the Defense Enrollment Eligibility Reporting system (DEERS). CVS replaces the manually prepared paper DD Form 1172-2 (Application for DoD Common Assess Card (CAC)).

14.53.2 CVS requires the Contractor to:

- a. notify the Trusted Agent (TA) to initiate a Contractor CAC Request;
- b. register for an Army Knowledge Online (AKO) account;
- c. enter and edit contract information in CVS
- d. submit completed applications via CVS and maintain records on approved/rejected applications
- e. manage requests for a new or renewed CAC cards to allow sufficient time to commence performance under a contract.

15.0 ITEM UNIQUE IDENTIFICATION (IUID) MARKING

The Contractor shall implement specific IUID markings, IAW the WD and as defined in MIL-STD-130N and DFARS clause 252.211-7003 (ref. CDRL A110)

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

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

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

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within 10 business days after the meeting is held.

[End of Clause]

C-2	52.204-4600 TRUSTED ASSOCIATE SPONSORSHIP SYSTEM (TASS) PROGRAM	OCT/2013
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The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent\* (TA), unless there are extenuating circumstances approved by the Contracting Officers Representative (COR) or Contracting Officer. \*The COR will be the TA for this contract.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require logical access to a government computer network. This can be done by going to <http://www.us.army.mil> and register

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as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firms single point of contact for Trusted Associate Sponsorship System (TASS). If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoDs TASS. The contractors FSO or contractor employee shall submit requests for a CAC via email to the TASS Trusted Agent (TA) at TBD before accessing the TASS website.

The government will establish a TASS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the TASS account and complete the CAC application (entering/editing contractor information as applicable) at <https://www.dmdc.osd.mil/tass/operator/consent?continueToUrl=%2Ftass%2Findex.jsp>.

The FSO or contractor employee will submit completed applications in TASS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractors applicant via email of one of the following:

- Approved\*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<https://www.dmdc.osd.mil/rsl/> provides RAPIDS locations).
- Rejected\*. Government in separate correspondence will provide reason(s) for rejection.
- Returned. Additional information, or correction to the application, required by the contractor employee.

\*The contractor will maintain records of all approved and rejected applications.

At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individuals contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC cannot be issued without evidence that a National Agency Check with Written Inquires (NACI) has at least been initiated by the FSO. TASS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on TASS are available on AKO at <https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at [cacsupport@mail.mil](mailto:cacsupport@mail.mil) or 866-738-3222.

(End of Clause)

C-3            52.211-4015            CONFIGURATION CONTROL - ENGINEERING CHANGES            MAY/2014

(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(3) Value Engineering Change Proposal (VECP). A proposal that --

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(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is KL1UR.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: CD ROM, or the SAFE File Exchange at: <https://safe.amrdec.army.mil/SAFE/>. Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products or later versions: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

(f) Approval of ECPs, VECPs and RFDs.

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(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about using the SAFE FTP website, the site has a [://safe.amrdec.army.mil/SAFE/guide.aspx](http://safe.amrdec.army.mil/SAFE/guide.aspx) and [://safe.amrdec.army.mil/SAFE/Help.aspx](http://safe.amrdec.army.mil/SAFE/Help.aspx).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

C-4            52.237-4000            CONTRACTOR MANPOWER REPORTING (CMR)            FEB/2013  
(TACOM)

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

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army

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Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

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## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

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

Title	Number	Date	Tailoring
ISO	9001	2008	or comparable system

(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]

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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) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9	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.

"Government's unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

\_\_TBD\_\_ -2-\_\_\_\_\_

\_\_-1-\_\_ -2-\_\_\_\_\_

\_\_-1-\_\_ -2-\_\_\_\_\_

(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,

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Subline, or

Exhibit Line Item Number

Item Description

TBD

-4-

-3-

-4-

-3-

-4-

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

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

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

(ii) The issuing agency code--

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

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

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

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

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(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

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

(11) Description.

\*\* Once per item.

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

F-10            252.211-7006            PASSIVE RADIO FREQUENCY IDENTIFICATION            SEP/2011  
(a) Definitions. As used in this clause--

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

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

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

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

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

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

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and

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construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

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

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

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

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

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

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

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

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

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

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

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

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

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
TBD	-2-	-3-	-4-	-5-

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

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

(2) Use passive tags that are readable; and

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

(b) The Contractor will request:

(1) Government Bills of Lading and

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

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

[End of Clause]

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

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

Offeror represents that:



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## SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(a) Definitions. As used in this clause--

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type: CPFF - Cost Voucher (CV)

See Clause 52.232-4087 for fill ins (2-5) below:

(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	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	W56HZV
Inspect By DoDAAC	W56HZV
Ship To Code	W56HZV
Ship From Code	-8-
Mark For Code	MMPV TYPE II STS
Service Approver (DoDAAC)	W56HZV
Service Acceptor (DoDAAC)	W56HZV
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            52.242-4016            COMMUNICATIONS            FEB/2013

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: Matt Warner  
E-mail: matthew.s.warner2.civ@mail.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Terry Williams  
E-mail: terry.williams@dcma.mil

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-3            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-4            52.227-4004            RELEASE OF INFORMATION            OCT/2012  
(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

[www.asaie.army.mil/Public/IE/Toolbox/documents/r360\\_1.pdf](http://www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf)

[End of Clause]

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G-5            52.232-4087            PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)            AUG/2012

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

G-6            52.242-4011            WORK DIRECTIVES            FEB/1998  
(TACOM)

(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

(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.

H-3	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
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(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

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H-4                      52.225-4005                      INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S.-                      AUG/2012  
(TACOM)                      REPUBLIC OF KOREA (ROK) STATUS OF FORCES AGREEMENT (SOFA)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause

U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

Responsible Officer (RO) means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractors direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be

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performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(1) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Chapter 2-6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean drivers license or a valid international drivers license to legally drive on Korean roads, and must have a USFK drivers license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean drivers license or a valid international drivers license then obtain a USFK drivers license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.



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## (b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

## (c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

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(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office if applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S.ROK SOFAs Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officers direction. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

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(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation. In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of Clause)



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(3) Government Furnished Materiel (GFM) for consumption/incorporation. The contractor is required to submit data monthly during the contract performance period to the supporting Management Control Activity (MCA) mailbox: usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil . The notification shall be via BZE transaction. Reference DI-MGMT-80438B for additional information.

Excess GFM Reporting: In accordance with the FAR, subpart 45.6, the plant clearance officer will determine the categories of screening required and initiate screening action.

For weapon serialization, please see the format provided in DI-MISC-80914B.

[End of Clause]

H-8                    52.246-4026                    LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS                    AUG/2010

(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250) is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) E-mail DAMI\_DD250@conus.army.mil

(2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html>

[End of Clause]

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## SECTION I - CONTRACT CLAUSES

I.1.0 - The limitations and conditions within this contract between the Government and the Contractor are in accordance with the Memoranda of Understanding between the Governments of the United States and Canada. The parties acknowledge General Dynamics Land Systems Canada (GDLS-C) will perform the work under this contract as the Canadian Commercial Corporations (CCC) subcontractor.

I.1.1 All clauses and provisions shall apply to this contract to the extent that they are consistent with the Defense Production Sharing Agreement between the Governments of the United States and Canada and the practices policies and procedures of the Government of Canada referenced therein, in particular Canadian Government (Public Works & Government Services Canada) Cost Accounting Principles DSS-MAS 1031-2.

I.1.2 All below references to SUBPART 225.8 (OTHER INTERNATIONAL AGREEMENTS AND COORDINATION) also apply to this contract:

- a. 225.870 (Contracting with Canadian contractors)
- b. 225.870-1 (General)
- c. 225.870-3 (Solicitation of Canadian contractors)
- d. 225.870-4 (Contracting procedures)
- e. 225.870-6 (Termination procedures)
- f. 225.870-7 (Acceptance of Canadian supplies)
- g. 225-802-71 (End use certificates)

\*\*\* END OF NARRATIVE I0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-22	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-27	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) -- ALTERNATE I (OCT 2009)	OCT/2009
I-28	52.216-8	FIXED FEE	JUN/2011
I-29	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-30	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-31	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY/2014
I-32	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014

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I-33	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-34	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-35	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL/2014
I-36	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-37	52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY/2014
I-38	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/2014
I-39	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT	MAY/2014
I-40	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-41	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-42	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-43	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-44	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-45	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-46	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-47	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-48	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-49	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-50	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-51	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-52	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL/2014
I-53	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-54	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-55	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-56	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-57	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-58	52.232-1	PAYMENTS	APR/1984
I-59	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-60	52.232-17	INTEREST	MAY/2014
I-61	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-62	52.232-20	LIMITATION OF COST	APR/1984
I-63	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-64	52.232-25	PROMPT PAYMENT	JUL/2013
I-65	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-66	52.233-1	DISPUTES	MAY/2014
I-67	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-68	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-69	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-70	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-71	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-72	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-73	52.242-13	BANKRUPTCY	JUL/1995
I-74	52.243-2	CHANGES--COST REIMBURSEMENT	AUG/1987
I-75	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-76	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-77	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2014
I-78	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-79	52.245-9	USE AND CHARGES	APR/2012
I-80	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-81	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-82	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-83	52.248-1	VALUE ENGINEERING	OCT/2010
I-84	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-85	52.249-14	EXCUSABLE DELAYS	APR/1984
I-86	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-87	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-88	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-89	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-90	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-91	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-92	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013

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I-93	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-94	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-95	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-96	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-97	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-98	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-99	252.209-7009	ORGANIZATIONAL CONFLICT OF INTEREST -- MAJOR DEFENSE ACQUISITION PROGRAM	DEC/2012
I-100	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-101	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-102	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-103	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-104	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-105	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-106	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-107	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-108	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	OCT/2010
I-109	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-110	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-111	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-112	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-113	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-114	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-115	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-116	252.225-7021	TRADE AGREEMENTS	OCT/2013
I-117	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-118	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-119	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-120	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-121	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-122	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-123	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-124	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-125	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-126	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-127	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-128	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-129	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-130	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-131	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-132	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-133	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-134	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-135	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-136	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-137	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-138	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-139	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-140	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-141	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-142	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-143	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-144	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-145	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-146	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-147	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-148	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013

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I-149	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-150	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-151	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-152	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-153	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
I-154	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-155	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-156	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-157	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-158	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

## (a) Invoicing.

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

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

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

## (b) Reimbursing costs.

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

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

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of

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performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

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

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

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

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

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

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

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

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

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clause.

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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

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

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

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

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

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

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(End of Clause)

I-159            52.217-8            OPTION TO EXTEND SERVICES            NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

I-160            52.217-9            OPTION TO EXTEND THE TERM OF THE CONTRACT            MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 2 months.

(End of Clause)

I-161            52.222-2            PAYMENT FOR OVERTIME PREMIUMS            JUL/1990

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-162            52.222-42            STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES            MAY/2014

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class Monetary Wage -- Fringe Benefits  
n/a

(End of Clause)

I-163 52.229-7 TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS FEB/2013

(a) Contract date, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b)(1) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of Canada have agreed shall not apply to expenditures made by the United States in Canada, or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of Canada. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(2) Taxes imposed under 26 U.S.C. 5000C may not be included in the contract price.

(c) If, after the contract date, the Government of the United States and the Government of -1- agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in Canada, the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(End of Clause)

I-164 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Canada, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Canada, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

I-165 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor

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regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change

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confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-166

52.244-2

SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

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

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

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

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

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

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

(2) Is fixed-price and exceeds

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

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(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: -2-

(End of clause)

I-167            252.203-7004            DISPLAY OF FRAUD HOTLINE POSTER(S)            DEC/2012

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

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

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

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

n/a.

(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--

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

(2) Is performed entirely outside the United States.

(End of clause)

I-168            252.215-7004        REQUIREMENT FOR SUBMISSION OF DATA OTHER THAN CERTIFIED COST OR        OCT/2013  
PRICING DATA -- MODIFICATIONS -- CANADIAN COMMERCIAL CORPORATION

This clause, in lieu of FAR 52.215-21, applies only if award is to the Canadian Commercial Corporation.

(a) Submission of certified cost or pricing data is not required.

(b) Canadian Commercial Corporation shall obtain and provide the following for modifications that exceed \$150,000 [or higher dollar value specified by the U.S. Contracting Officer in the solicitation].

(i) Profit rate or fee (as applicable).

(ii) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(iii) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable IAW FAR 15.403-3(a)(1).

(End of clause)

I-169            252.225-7043        ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE        MAR/2006  
THE UNITED STATES

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from -1-.

(End of clause)

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I-170 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT APR/2010  
(a) Definitions. As used in this clause--

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

"Full cooperation"--

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall--

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

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

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

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

(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.

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

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

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

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

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies,

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the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

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

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

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

(d) Subcontracts.

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

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

(End of clause)

I-171            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-172            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).

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

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

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

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

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

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

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

(c) 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;

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

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

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

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

(vi) Women-owned small business concerns.

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

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

(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.

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(10) Assurances that the offeror will--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations;

(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

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

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

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

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) SSR.

(i) Reports submitted under individual contract plans--

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

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

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

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

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

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

(ii) Reports submitted under a commercial plan--

(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.

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

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

(End of clause)

I-173            52.222-99            ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-00017)            JUN/2014  
 (DEV 2014-00017)

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

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

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

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

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

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

(End of clause)

I-174            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)	
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-175            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-176            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon

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request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

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

(End of Clause)

I-177            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of Clause)

I-178            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            NOV/2005

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

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

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

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

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

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

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(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-179                    252.223-7001                    HAZARD WARNING LABELS                    DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.)                    ACT

_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-180                    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

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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-181            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%20protege/)

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	CONTRACTS DATA REQUIREMENTS LIST (CDRLS)	20-JUN-2014	097	EMAIL

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-6	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-7	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-8	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2014

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

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

(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--

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- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certifications. 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.

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

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

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

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

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

\_\_\_ (A) Basic.

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

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

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

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

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

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

\_\_\_ (A) Basic.

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

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

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

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

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

(End of provision)

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(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, 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 American Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American Free Trade Agreements Balance 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
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**Name of Offeror or Contractor:**

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

(End of provision)

K-10            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-11            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-12            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.

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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-13	252.209-7998	REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION	MAR/2012
	(DEV 2012-00007)	UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-00007)	

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State 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 further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

K-14	252.209-7999	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX	JAN/2012
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(DEV 2012- O0004) LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-15 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg?
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list none.

(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

K-16 252.225-7020 TRADE AGREEMENTS CERTIFICATE JAN/2005

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**Name of Offeror or Contractor:**

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)
_____	_____
_____	_____

(End of provision)

K-17	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-18	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: \_\_\_\_\_

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

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

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

[End of Provision]

K-19      52.223-4002      USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)      OCT/2008  
 (TACOM)

(a) Definitions.

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

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

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

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

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

[End of Provision]

K-20      52.225-4003      IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED      MAR/1990  
 (TACOM)      KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

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

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

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

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

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

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



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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	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-7	252.215-7008	ONLY ONE OFFER	OCT/2013
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Cost Plus Fixed-Fee (CPFF) contract resulting from this solicitation.

(End of Provision)

L-11	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 Contracting Center  
ATTN: AMSTA-AQ (Acquisition Center Protest Coordinator)  
Mailstop 315  
6501 E. 11 Mile Road  
Warren, MI 48397-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-12	252.215-7003	REQUIREMENT FOR SUBMISSION OF DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- CANADIAN COMMERCIAL CORPORATION	JUL/2012
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(a) Submission of certified cost or pricing data is not required.

(b) Canadian Commercial Corporation shall obtain and provide the following:

(i) Profit rate or fee (as applicable).

(ii) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(iii) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the

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proposed price is fair and reasonable FAR 15.403-3(a)(1).

(c) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(End of provision)

L-13            52.211-1            AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL            AUG/1998  
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART  
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-14            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            MAY/2014  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

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

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

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

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

(End of Provision)

L-15            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.

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(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:

(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-16            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-17            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)



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6501 East 11 Mile Road  
Warren, MI 48397-5000

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

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

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

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

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

[End of Provision]

L-21            52.215-4004            CERTIFIED COST OR PRICING DATA            SEP/2014

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

L-22            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

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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-23 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- APR/2013  
DISCLOSURE STATEMENT

- a) **APPLICABILITY.** This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term contractor employee includes employees, agents, or representatives and all employees, agents, or representatives and all employees, agents or representatives of all subcontractors, suppliers and consultants.
- b) **DETROIT ARSENAL ACCESS.**
- 1) All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation.
  - 2) At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).
- c) **BADGES.**
- 1) **Badges/Passes.** Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).
  - 2) **Obtaining Badges.** Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.
  - 3) **Returning Badges.** The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.
  - 4) **Badge Guidance.**
    - a) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.
    - b) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.
    - c) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.
- d) **MEETING ATTENDANCE.** Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.
- e) **CLASSIFIED ACCESS.** If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access

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Roster prior to providing contractor access to classified information based on the approved DD254.

f) REGULATORY COMPLIANCE. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.

g) NON-DISCLOSURE AGREEMENT. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR  
NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECEIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and, WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer verbally within two business days, followed up in writing within five business days.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

[End of Provision]

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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-25            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-26            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.

[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]