

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 50	Pages
2. Contract (Proc. Inst. Ident.) No. SPRDL1-14-D-0002		3. Effective Date 2014MAR17	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By DLA LAND WARREN LORI A. SCHERZI-BRUBAKER WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code SPRDL1	6. Administered By (If Other Than Item 5) DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 5001 SANTA ANA, CA 92701-4056		Code S0513A	

e-mail address: LORI.SCHERZIBRUBAKER@US.ARMY.MIL

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) LKR, INC 340 N PALM ST STE B BREA, CA 92821-2868		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code 1WG21		Facility Code	
11. Ship To/Mark For SEE SCHEDULE		12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381	
		Code HQ0339	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data	
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit
SEE SCHEDULE			
15G. Total Amount Of Contract →			\$0.00

10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12
To The Address Shown In:		

15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$0.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	40
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	13	X	J	List of Attachments	50
X	D	Packaging and Marking	28	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	30		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	32		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	37		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	39				

Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer KAREN FORSGREN KAREN.L.FORSGREN@US.ARMY.MIL (586)282-3143
19B. Name of Contractor	20B. United States Of America
19c. Date Signed	20C. Date Signed 2014MAR17
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)

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Previous edition is NOT usable

Standard Form 26 (Rev. 5/2011)
Prescribed By GSA - FAR (48 CFR) 53.214(a)

Name of Offeror or Contractor: LKR, INC

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LORI A. SCHERZI-BRUBAKER
 Buyer Office Symbol/Telephone Number: ZGA/(586)282-3183
 Type of Contract: Firm Fixed Price
 Kind of Contract: Supply Contracts and Priced Orders
 Type of Business: Small Disadvantaged Business Performing in U.S.
 Surveillance Criticality Designator: B
 Contract Expiration Date: 2019MAR17

*** End of Narrative A0000 ***

Regulatory Cite	Title	Date
A-1 52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	APR/2011

(a) Contract Number SPRDL1-14-D-0002 is awarded to LKR Inc dba Raycon Industries. Reference Block 17, SF 26, or Block 28, SF 1449, contractor X is is not required to sign the contract.

(b) The contractor, in its proposal in response to Solicitation SPRDL1-13-R-0082 , provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by DLA Land Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by DLA Land Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: Amendment 0001

[End of Clause]

* NOTE THE FOLLOWING CHANGES TO MIL-PRF-52747F(AT) dated 26 February 1996

REMOVE Paragraphs:

3.2.3 Cleaning, treatment, finish and protective coating. The nozzle shall be cleaned, treated and finished in accordance with the manufacturers standard commercial practice. When required to provide a path for electrical current, protective coatings may be removed locally. Unless otherwise specified (see 6.2) top coat color shall be green 383 (No. 34094 of FED-STD-595). Color matching shall be in accordance with ASTM D1729 for general color match. Mating surfaces and surfaces in contact with fuel shall not be painted (see 4.4.2).

3.3.1.2 Class B inlet connector. The Class B inlet connector shall be a 2-inch, non-valve, unisex adapter with cap, per part number AE70725R or 64019J (see 6.4).

6.4 Class B inlet connector. Part number AE70725R may be obtained from Aeroquip Corporation, Aerospace Group, 300 South East Avenue., Jackson, MI 49203-1972, CAGE Code 00624. Part number 64019J may be obtained from Carter Ground Fueling Company, Division of Carter JC Company, Inc., 671 West 17th Street, Costa Mesa, CA 92627, CAGE Code 86090.

ADD Paragraphs:

3.2.3 Cleaning, treatment, finish and protective coating. The nozzle shall be cleaned, treated and finished in accordance with the manufacturer's standard commercial practice. When required to provide a path for electrical current, protective coatings may be removed locally.
 Unless otherwise specified (see 6.2) top coat color shall be Tan 686A, color number 33446 in accordance with FED-STD-595.. Color

Name of Offeror or Contractor: LKR, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum 5 Year Quantity: 65 EACH</p> <p>Maximum 5 Year Quantity: 2610 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN SPRDL1-14-D-0002 MOD/AMD

Name of Offeror or Contractor: LKR, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>(End of narrative A001)</p> <p>Inspection/Acceptance at origin means that you MUST contact the DCMA to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.</p> <p>(End of narrative A002)</p>				
0011	<p>NOZZLE,FUEL AND OIL SERVICING NSN: 4930-01-383-9467 FSCM: 81349 PART NR: M52747-1B</p>				
0011AA	<p>FIRST ORDERING YEAR _____</p> <p>COMMODITY NAME: NOZZLE,FUEL AND OIL SERVICING CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	EST 522	EA	\$ 1,125.00000	
0012	<p>NOZZLE,FUEL AND OIL SERVICING NSN: 4930-01-383-9467 FSCM: 81349 PART NR: M52747-1B</p>				
0012AA	<p>SECOND ORDERING YEAR _____</p>	EST 522	EA	\$ 1,125.00000	

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Reference No. of Document Being Continued
 PIIN/SIIN SPRDL1-14-D-0002 MOD/AMD

Name of Offeror or Contractor: LKR, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COMMODITY NAME: NOZZLE,FUEL AND OIL SERVICING CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0013	NOZZLE,FUEL AND OIL SERVICING NSN: 4930-01-383-9467 FSCM: 81349 PART NR: M52747-1B				
0013AA	<u>THIRD ORDERING YEAR</u> COMMODITY NAME: NOZZLE,FUEL AND OIL SERVICING CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination	EST 522	EA	\$ 1,125.00000	
0014	NOZZLE,FUEL AND OIL SERVICING NSN: 4930-01-383-9467 FSCM: 81349 PART NR: M52747-1B				
0014AA	<u>FOURTH ORDERING YEAR</u>	EST 522	EA	\$ 1,125.00000	

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Reference No. of Document Being Continued
 PIIN/SIIN SPRDL1-14-D-0002 MOD/AMD

Name of Offeror or Contractor: LKR, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COMMODITY NAME: NOZZLE,FUEL AND OIL SERVICING CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0015	NOZZLE,FUEL AND OIL SERVICING NSN: 4930-01-383-9467 FSCM: 81349 PART NR: M52747-1B				
0015AA	<u>FIFTH ORDERING YEAR</u> COMMODITY NAME: NOZZLE,FUEL AND OIL SERVICING CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination	EST 522	EA	\$ 1,125.00000	
0016	<u>FIRST ARTICLE TEST REPORT</u> PSC: 4930 CLIN CONTRACT TYPE: Firm Fixed Price FSCM: 81349 PART NR: M52747-1B	1	EA	\$ 60,000.00000	

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Reference No. of Document Being Continued
 PIIN/SIIN SPRDL1-14-D-0002 MOD/AMD

Name of Offeror or Contractor: LKR, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
A001	<p><u>DATA ITEM</u></p> <p>REPORT, RECORD OF MEETING MINUTES</p> <p>SERVICE REQUESTED: IN ACCORDANCE WITH C.2 CLIN CONTRACT TYPE: Firm Fixed Price</p>				
A002	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>MAINTENANCE ANALYSIS (MA)</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.7 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p>			\$ 8,300.00000	
A003	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>MAINTENANCE ALLOCATION CHART (MAC)</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.9 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p>			\$ 3,000.00000	
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				

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Name of Offeror or Contractor: LKR, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p>FOB POINT: Destination</p> <p><u>LONG LEAD TIME ITEMS (LLTI)</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.12 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ 3,000.00000	
A005	<p><u>BASIC ISSUE ITEMS (BII)</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.13 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ 3,200.00000	
A006	<p><u>EXPENDABLE/DURABLE ITEMS LIST (EDIL)</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.14 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ 3,000.00000	
A007	<p><u>COMPONENTS OF END ITEMS (COEI) LIST</u></p>			\$ 3,200.00000	

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Name of Offeror or Contractor: LKR, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COMMODITY NAME: IN ACCORDANCE WITH C.15 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination				
A008	<u>SUPPORT TOOLS & TEST EQUIPMENT (STTE) LIST</u> COMMODITY NAME: IN ACCORDANCE WITH C.16 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination			\$ 3,000.00000	
A009	<u>PROVISIONING AND PRE-PROCUREMENT SCREENING</u> COMMODITY NAME: IN ACCORDANCE WITH C.18 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination			\$ ** NSP **	\$ ** NSP **
A010	<u>PPL & EDFP</u> COMMODITY NAME: IN ACCORDANCE WITH C.17 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930			\$ 8,100.00000	

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Name of Offeror or Contractor: LKR, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
A011	<p><u>TM & RPSTL</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.19 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p>			\$ 61,800.00000	
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
A012	<p><u>PACKAGING DATA</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.21.2 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p>			\$ 1,035.00000	
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>				
A013	<p><u>SPECIAL PACKAGING INSTRUCTIONS (SPI)</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.21.3 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p> <p><u>Packaging and Marking</u></p>			\$ 1,035.00000	

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Name of Offeror or Contractor: LKR, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A014	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>SAFETY ASSESSMENT REPORT</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.22 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p>			\$ 7,562.00000	
A015	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>VALIDATION REPORT</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.19.1.9.3 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p>			\$ 3,000.00000	
A016	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>EQUIP PUBLICATION DEVELOPMENT STATUS REPORT</u></p> <p>COMMODITY NAME: IN ACCORDANCE WITH C.19.1.9.4 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4930</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>			\$ 3,000.00000	

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MOD/AMD

Name of Offeror or Contractor: LKR, INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.211-4015 (TACOM)	CONFIGURATION CONTROL - ENGINEERING CHANGES	DEC/2005

(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 --

(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 UA.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) 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.

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Name of Offeror or Contractor: LKR, INC

(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.

(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 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-2 52.211-4072 TECHNICAL DATA PACKAGE INFORMATION
(TACOM)

JUN/2013

The following Xd item applies to this solicitation:

[] 1. There is no Technical Data Package (TDP) included with this solicitation.

[X] 2. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

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CLIN: All CLINS

TDP Link (URL): https://contracting.tacom.army.mil/TARDEC_TDPS/4930/013839467/EH35R451EH/main.htm

[] 3. The TDP for this solicitation resides within FedBizOpps (<https://http://www.fbo.gov>), and is associated with this solicitation number and can be accessed via this URL: n/a

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

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

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

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to <http://www.dlis.dla.mil/jcp/> click on documents and follow instructions provided.\~ Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

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

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

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

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

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

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

[] available at <http://contracting.tacom.army.mil/acqinfo/contractorforms.htm>
titled: n/a

[] available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at n/a, or fax n/a. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP contact the buyer.

[End of Clause]

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C-3 52.246-4053 USE OF MIL-STD 1916 JAN/2001
 (TACOM)

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916.

[End of Clause]

C-4 52.211-4008 DRAWING LIMITATIONS NOV/2005
 (TACOM)

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) You, the contractor, are responsible for obtaining all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C.1 LOGISTICS REQUIREMENTS

C.1.1 The Nozzle, Fuel and Oil Servicing (CCR) will be manufactured in accordance with MIL-PRF 52747F (AT) dated February 26, 1996, hereafter referred to as Nozzle Assembly, Closed- Circuit Refueling (TYPE I, CLASS B).

C.1.2 APPLICABLE DOCUMENTS

Note: The most recent versions of these documents shall be used.

DATA ITEMS:

- DI-ADMN-81505 REPORT, RECORD OF MEETING/MINUTES
- DI-ALSS-81530 MAINTENANCE ANALYSIS (MA)
- DI-ALSS-81530 MAINTENANCE ALLOCATION CHART (MAC)
- DI-ALSS-81529 LONG LEAD TIME ITEMS (LLTI)

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DI-ALSS-81529 BASIC ISSUE ITEMS (BII) LIST
DI-ALSS-81529 EXPENDABLE/DURABLE ITEMS LIST (EDIL)
DI-ALSS-81529 COMPONENT OF END ITEM LIST (COEI)
DI-ILSS-80868 SUPPORT EQUIPMENT TOOLS AND TEST EQUIPMENT (STTE)
DI-ALSS-81529 PROVISIONING & PRE-PROCUREMENT SCREENING
DI-ALSS-81529 PROVISIONING PARTS LIST (PPL)
DI-ALSS-81529 ENGINEERING DESIGN FOR PROVISIONING (EDFP)
DI-PACK-80121B SPECIAL PACKAGING INSTRUCTIONS
DI-SAFT-80102B SAFETY ASSESSMENT REPORT (SAR)
DI-CMAN-80792A VALIDATION REPORT
DI-MGMT-80368 EQUIPMENT PUBLICATIONS DEVELOPMENT STATUS REPORT
DI-SESS-81758 LOGISITICS PRODUCT DATA

SPECIFICATIONS/STANDARDS

MIL-PRF 52747F (AT) TYPE 1, CLASS B PERFORMANCE SPECIFICATION LOGISTICS MANAGEMENT INFORMATION
MIL-STD-40051-2 PREPARATION OF DIGITAL TECHNICAL INFORMATION
FOR PAGE-BASED TECHNICAL MANUAL
(FOR TWO LEVEL MAINTENANCE ONLY)
MIL-STD 882D STANDARD PRACTICE FOR SYSTEM SAFETY
MIL-STD-2073/1D STANDARD PRACTICE FOR MILITARY PACKAGING
MIL-HDBK 1222D GUIDE TO GENERAL STYLE AND FORMAT OF U.S. ARMY WORK PACKAGE TECHNICAL MANUALS
DI-ALSS 81592 CMI PACKAGING DATA PRODUCTS

OTHER GOVERNMENT DOCUMENTS

TB 750-93-1 FUNCTIONAL GROUP CODES (FGC) TECHNICAL BULLETIN
AR 750-1 ARMY MATERIAL MAINTENANCE POLICY
MIL-HDBK-502 ACQUISITION LOGISTICS

C.1.3 Definitions and clarifications applicable to Section C, and related Contract Data Requirements List (CDRL):

1. Day(s) means calendar days.
2. DACA means number of days after the contract is awarded.
3. Due Date: If the due date for any performance by the Government or Contractor falls on a Saturday, Sunday, or federal holiday, then the due date for that performance shall instead be the next regular week day after the due date given in Section C and/or related CDRL's.
4. DAPVT means days after the Government approves the results of the Production Verification Test.
5. IPR means In Process Review.

C.2 MEETING MINUTES (CDRL A001)

C.2.1 The Contractor shall take minutes of the below meetings. The Procuring Contracting Officer (PCO) approved minutes shall be distributed to all parties not later than ten (10) days after the completed of the meeting.

C.2.2 Start of Work Conference: Within fifteen (15) business days after contract award, a Start of Work Conference shall be held at the U.S. Army TACOM Life Cycle Management Command - Detroit Arsenal. Contractor key personnel representatives for logistics, product support, and contracting must be physically present at the Start of Work Conference held at the Detroit Arsenal. All other Contractor personnel, including but not limited to, contract administration, management, engineers, and logistics support must be accessible during the Start of Work Conference. In this meeting the Contractor shall present detailed paths/milestone graphic presentations that defines Contractor performance necessary to meet contract delivery requirements as defined in the contract. The Contractor shall provide the Government an internal list of functional Contractor personnel involved in this contract. This list will be upgraded as required to maintain accuracy. The following conferences will be part of the Start of Work Conference:

C.2.2.1 Maintenance, Provisioning and Publications (MPP) Review: If needed, follow-on Reviews/Conferences will be held every thirty (30) days thereafter, with final cleanup to be determined by the parties. The MPP Review conference will cover the following:

C.2.2.2 Provisioning Guidance: The Government will provide guidance to the Contractor for documenting and submitting provisioning data. The Contractor shall provide a provisioning performance schedule at the conference. This schedule shall provide an estimate of the number of items to be provisioned and the number of future provisioning conferences that will be required.

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C.2.2.3 Engineering Data for Provisioning (EDFP): Engineering Data for Provisioning is technical data used to describe parts/equipment and consists of data such as specifications, standards, drawings, photographs, sketches, descriptions and the necessary assembly and general arrangement drawings, etc., needed to indicate the physical characteristics, location and function of the item. The Contractor will conduct all provisioning processes utilized from the EDFP.

C.2.2.4 Maintenance Planning: During this conference the Government will review and discuss operator and maintenance functions, the two-level maintenance concept, for the system, and diagnostics requirements. The Contractor shall present detailed outlines of its maintenance strategy to demonstrate in detail that it is prepared to meet contract requirements.

C.2.2.5 Publications Guidance: The Government will review and discuss publications requirements.

C.2.2.6 Other Integrated Logistics Support (ILS) issues

C.3 PROVISIONING CONFERENCE

A formal Provisioning Conference will be held within 45 days after Start of Work Conference to incorporate Nozzle Assembly, Closed-Circuit Refueling hardware data into the LSA-036/PMR (Provisioning Master Record) data to support the new requirement. A final Provisioning Conference will be scheduled within 60 days prior to submittal of the Final Draft Equipment Publication (FDEP) to review for data integrity and to make corrections to any discrepancies found in the (PMR) data. Location of formal Provisioning Conference and final Provisioning Conference will be held at TACOM - Warren, Michigan. The formal Provisioning Conference will be a maximum of 5 working days with no less than 500 items and no more than 1500 items total, which includes the additional Provisioning Line Item Sequence Numbers (PLISNs)/part numbers being added to support the Nozzle Assembly, Closed-Circuit Refueling requirement. The responsible Government Provisioning Representative will make any deviations from these requirements. If required, a final provisioning conference will be held as a cleanup conference at TACOM or at a facility where the End Item is available, as the Government directs. The Contractor shall provide the following for the formal Provisioning Conference effort:

C.3.1 Hard copy of the Provisioning Parts List (PPL) (CDRL A010) shall be in a format acceptable to TACOM Logistics Modernization Program (LMP) database (1552 or LSA-036 format).

C.3.2 By the start of the conference, the Contractor will have annotated system Provisioning Contract Control Number (PCCN), Provisioning Line Item Sequence Number (PLISN), and Prime Commercial and Government Entity (CAGE) Code on any technical data that is submitted as EDFP. Contractor needs to ensure also that EDFP includes the prime part number being utilized for the Provisioning Master Record (PMR) data. If commercial literature is provided, the CAGE Code and PLISN will be annotated next to the appropriate manufacturer's part number.

C.3.2.1 EDFP shall be provided for each item appearing on the PPL, first appearance only, except for items that are documented by Government drawings, specifications or standards, or nationally recognized industry association specifications or standards. At a minimum, the technical documentation must provide the following:

C.3.2.2 Dimensional, material, mechanical, electrical and other descriptive characteristics

C.3.2.3 Technical identification of items for maintenance of items for maintenance support consideration, to include location within its next higher assembly.

C.3.2.4 If the drawing, commercial literature, specification or standard does not identify the location of the part within the end item, then a sketch or illustration must be attached to that specific document. The technical documentation will be provided on hardcopy and reproducible electronic format.

C.3.2.5 Technical Data submitted as EDFP shall be annotated with CAGE Code, PCCN, PCC, and PLISN. On Engineering Drawings, the PLISN will be directly above the nomenclature. On Associated Lists, the PLISN will appear next to the item identification. When an Engineering Drawing or Associated List applies to multiple PLISNs, all PLISNs will be annotated on the Engineering Drawing or Associated List. The Engineering Drawings and Associated List will be provided in PLISN sequence to be compatible with the PPL. If commercial literature is provided, the CAGE Code and PLISN will be annotated next to the appropriate manufacturer's part number. The sketch or illustration provided in support of the commercial literature, specification or standard must also have the PLISN annotated next to the specific item.

C.3.2.6 Contractor will be required to scrub PPL to ensure all necessary data elements are present and format is correct to meet LMP requirements. If required; contractor will correct any data elements found to be missing or in error, and update via LSA-036 change report.

C.3.2.7 PPL format will be the same in LMP in regards to 1552, 13882A, and 13882B. Mandatory data elements are also the same, to include Next Higher Assembly (NHA) PLISN. This element is key to creating the parent/ child relationship for the Bill of Materials (BOM's). Also, when incorporating mandatory Technical Manual (TM) data, if any one (1) of the following is present all four (4) must be included. (TM-CODE, ITEM NUMBER, FIGURE NUMBER, & FUNCTIONAL GROUP CODE)

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C.4 RESERVED

C.5 RESERVED

C.6 MAINTENANCE CONCEPT

The Nozzle Assembly, Closed- Circuit Refueling will be serviced, maintained, repaired and overhauled at the lowest maintenance levels possible. This will require the use of the Armys maintenance transformation, two level maintenance policies as outlined below and in accordance with AR 750-1. The Contractor shall conduct a Maintenance Analysis and Supportability Analysis to develop logistics products described in this contract. The Contractor shall use Military Performance (MIL-PRF) Specification 49506B Logistics Management Information (LMI), as well as DI-ALSS-81529 for use in identifying content, format, delivery and related guidance for logistic data, except where otherwise identified in this contract.

C.7 MAINTENANCE ANALYSIS (CDRL A002)

C.7.1 Maintenance of the Nozzle Assembly, Closed- Circuit Refueling will be driven by the two level maintenance concept: Field and Sustainment. A draft Maintenance Allocation Chart (MAC) will also be generated during this analysis. The analysis shall identify maintenance functions, levels of maintenance, manpower, spare parts and the support equipment required.

C.7.1.1 Field Level Maintenance is on-system maintenance and is mainly the replacement of defective parts and the accomplishment of preventative maintenance. Field maintenance returns repaired equipment to the soldier. It covers crew, service, and field maintenance tasks. Some off-system maintenance can be done at field level if, based on task analysis it is simple to complete or is critical to mission readiness.

C.7.1.2 Sustainment Level Maintenance is comprised of below depot and depot level maintenance functions. Sustainment Maintenance consists of repairing components, assemblies, modules, and end items in support of the supply system. Sustainment maintenance is characterized as off-system and repair rear. The intent of this level is to perform commodity-oriented repair on all supported items to one standard that provides a consistent and measurable level of reliability.

C.7.2 The analysis shall determine maintenance requirements, including all Preventative Maintenance Checks and Services (PMCS), based on:

- (1) Identification of components which are critical in terms of mission and operating system.
- (2) Components whose functional failure will not be evident to the operator.
- (3) Economical and/or operational consequences of failure.
- (4) Where scheduled maintenance can prevent failures.

C.8 MAINTENANCE PLANNING

The Contractor shall conduct Maintenance Planning that determines maintainability characteristics of the Nozzle Assembly, Closed-Circuit Refueling. This analysis shall be documented in the form of provisioning/Repair Parts & Special Tools List (RPSTL), technical manuals (TM) and shall identify maintenance functions, level of maintenance, manpower, spare parts and the support equipment required. The analysis will be in End Item hardware top down breakdown, disassembly sequence with attaching hardware. It will identify Functional Group Codes in accordance with (IAW) TB 750-93-1, for each reparable item. The technical bulletin can be found at web site <https://www.logsa.army.mil>. The Contractor should enter the Publications, Electronic Technical Manual (ETM) selection and request access. The LMI summary products shall be delivered in accordance with all applicable CDRLs.

C.9 MAINTENANCE ALLOCATION CHART (MAC) (CDRL A003)

C.9.1 The Contractor shall submit the MAC in accordance with MIL-STD-40051-2 and the applicable CDRL A003 (Maintenance Allocation Chart (MAC)). The MAC is a living document that forms the basis for provisioning and technical manual development. It is, therefore, subject to changes until First Article Testing is completed and approved. Its final approval will be concurrent with final TM approval for all manuals. Submittal shall consist of CD-ROM, PDF format. The MAC shall identify the maintenance functions that must be performed, the maintenance levels responsible for the function, the active service time, tools and test equipment necessary to perform the function, for each assembly, subassembly, and component in Functional Group Code sequence. The MAC shall include all maintenance significant components, assemblies, subassemblies and modules. No item will be deleted from the MAC unless the Contractor is specifically authorized. If a maintenance function is a replacement function only for a repair part, the item shall not be listed in the MAC, unless

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not listing the item would result in deletion of the group number. In this case, the item shall be listed in order to retain the functional group number. Items requiring a test procedure before replacement shall also be listed on the MAC.

C.9.2 See Attachment 2 (Armys Two Level Maintenance MAC Header) for an example of the MAC header with the Armys two levels of maintenance incorporated.

C.9.3 The final MAC will be prepared in accordance with the format specified in MIL-STD-40051-2.

C.10 SUPPORTABILITY ANALYSIS

The Contractor shall develop a supportability analysis as part of the overall management and engineering process for the Nozzle Assembly, Closed- Circuit Refueling. This analysis shall address the supportability requirements of the Nozzle Assembly, Closed- Circuit Refueling in terms of operation and maintenance task requirements and the associated support resources to support it.

C.11 LEVEL OF REPAIR ANALYSIS (LORA)

The Contractor shall conduct the LORA for the Nozzle Assembly, Closed- Circuit Refueling. This analysis shall determine the maintenance level at which the item should be repaired or replaced with an evaluation threshold of \$750 for Field and \$1,500 for Sustainment. The Contractor shall include economic and non-economic criteria in this analysis. Non-economic criteria that could impact the level of maintenance decision include, but are not limited to: manpower and personnel implications, support equipment and facilities available, and the maintenance concept. Results of this analysis shall be documented in the Maintenance Allocation Chart (MAC), CDRL A003 and Technical Manuals, (CDRL A011).

C.12 LONG LEAD TIME ITEMS (LLTI) (CDRL A004)

C.12.1 The Contractor shall provide a Long Lead Time Items List (LLTI), containing items that because of their complexity of design, complicated manufacturing processes or limited production capacities, may cause extended production of procurement cycles beyond three months, resulting in untimely and inadequate delivery, if not ordered in advance of normal provisioning.

C.12.2 Items identified on the LLTI shall contain the following: Item name, level of maintenance, NSN (if applicable), description, CAGE, part number, quantity required, unit price, PLISN and production lead-time.

C.12.3 The LLTI list will be reviewed and approved by the Government prior to final acceptance.

C.13 BASIC ISSUE ITEMS (BII) LIST (CDRL A005)

The Contractor shall provide a Basic Issue Items (BII) List. BII are those items identified as essential for an operator or crew to place the Nozzle Assembly, Closed- Circuit Refueling into initial operation to accomplish its defined purpose. These items are essential to perform emergency repairs which cannot be deferred until completion of an assigned mission and routine maintenance. The BII are not listed on the engineering drawings. The BII includes those selected common and special purpose tools, Test, Measurement, Diagnostic Equipment (TMDE), spare and repair parts, Technical Manual, Operator publications, first aid kits, and safety equipment (for example fire extinguishers) authorized for the Nozzle Assembly, Closed- Circuit Refueling. Although critical spare and repair parts are not normally included in BII, exceptions may be made as needed to meet the criteria above. The Contractor shall over pack those items with each Nozzle Assembly, Closed- Circuit Refueling.

C.14 EXPENDABLE/DURABLE ITEMS LIST (EDIL) (CDRL A006)

This list defines the expendable/durable supplies and materials required for operating and maintaining the End Item. The minimum requirements for each submittal are the following: Item Number, Level, National Stock Number, Description, Commercial and Government Entity Code (CAGE), Part Number and Unit of Issue (UI). Final submittal of the Expendable and Durable Items List (EDIL) shall be in the format as depicted in MIL-STD-40051-2 and included in the applicable section of the final submission of the Department of the Army (DA) Technical Manual.

C.15 COMPONENT OF END ITEMS LIST (COEI) (CDRL A007)

The Contractor shall provide a Component of End Item List (COEI). These items are part of the End Item that must be with the End Item whenever it is issued or transferred between property accounts. COEI are removed and separately packaged for transportation. All major components of the Nozzle Assembly, Closed- Circuit Refueling will be identified and described in the appropriate Nozzle Assembly, Closed- Circuit Refueling operators manual, technical manual. In addition, any component identified on the engineering drawing that is

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physically separate and distinct and that must be removed from the Nozzle Assembly, Closed- Circuit Refueling and separately packaged and stored for transportation will be separately listed by NSN in a table as an appendix in the operators manual. The Contractor shall over pack those items with each Nozzle Assembly, Closed- Circuit Refueling.

C.16 SUPPORT EQUIPMENT TOOLS AND TEST EQUIPMENT (STTE) (CDRL A008)

The Contractor shall deliver a list of Support Equipment Tools and Test Equipment (STTE) IAW DI-ILSS-80868 and CDRL A008. The list shall be in tabular form and shall identify special tools and test equipment not contained in U.S. Army Supply Catalogs. Supply Catalogs contain common tool sets and are listed at US Army LOGSA web site at <https://weblog.logsa.army.mil/sko/index.cfm>. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code, National Stock Number (NSN), if assigned, Part Number, level of maintenance, and price of each item on the list.

Note: New TMDE items, those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/ 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. http://www.army.mil/usapa/epubs/xml_pubs/p700_60/head.xml

Note: The following paragraphs are included in this pamphlet to clarify special tools for Army use. Special tools are not identified as components in a Special Kits & Outfits, Supply Class (SKO SC). Special tools are:

- a. Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by functional group codes in RPSTLs and located in TMs as appendices. Fabricated tools are used on a single end item.
- b. Tools that are supplied for military applications only (that is, a cannon tube artillery bore brush, BII) or tools having great military use but having little commercial application.
- c. Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports that end item/unit (for example, a spanner wrench used on a specific Ford engine model and on no other engine in the Army inventory).

C.17 PROVISIONING PARTS LIST (PPL) DEVELOPMENT (CDRL A010)

It is not the intent of the Government to prescribe the Automatic Data Process (ADP) software that must be used for processing. Using cost effective ADP systems is encouraged.

C.17.1 Input media requirements for provisioning data: TACOM uses the Army Materiel Command (AMC) developed Logistics Modernization Program (LMP). All submissions of Logistics Management Information (LMI)/Provisioning Parts List (PPL) data must be compatible with the Government Logistics Modernization Program (LMP) All digital files are to meet the following criteria:

- (a) American Standard Code for Information Interchange (ASCII)
- (b) No Header Data
- (c) 80 columns in width
- (d) Carriage return code for line end

C.17.2 Provisioning Contract Control Number (PCCN) and Provisioning Control Code (PCC) will both be furnished by the Government at the time of the Start of Work Meeting, for input by the Contractor.

C.17.3 Provisioning Program: The Contractor shall develop provisioning data for the Nozzle Assembly, Closed- Circuit Refueling in accordance with MIL-PRF-49506B, guidelines of MIL-HDBK-502, AMC-P-700-25, and Logistics Management Information (LMI) data worksheets found in Attachment 1 (LMI Packaging Data Products).

C.17.3.1 The provisioning data shall contain all data required to support the Nozzle Assembly, Closed- Circuit Refueling:

- (a) The assemblies, subassemblies, spare parts and modules
- (b) Long Lead Time Items (LLTI) in CDRL A004
- (c) Basic Issue Items (BII) List in CDRL A005
- (d) Expendable/Durable Items List (EDIL) in CDRL A006

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(e) Components of End Items List (COEI) in CDRL A007

C.17.4 The Contractor shall make available two hardcopies of LMI/PPL data and a hardcopy of the Engineering Data for Provisioning (EDFP) drawings at each provisioning conference.

C.17.5 All submissions of the LMI/PPL data must be compatible with our Logistics Modernization Program (LMP). The data shall be capable of being loaded into our Provisioning Master Record (PMR) without any modifications to the data. LMP has various methods by which the Contractor can deliver provisioning data and the Government will discuss these methods at the start of work meeting. Each incremental submission shall have at least 500 lines, but no more than 1500 lines. The Government prior to submission shall authorize deliveries of less than 500 lines. Each incremental submission must include at least one major assembly. All submissions will be labeled initial, changes, deletions or any combination of the three transactions. The Contractor shall correct rejections within 21 days and resubmit them electronically in ASCII text with accompanying 80/80 listing. The Contractor shall ensure that only those items that are repair parts or part of the end items top-down generation breakdown will be loaded in the PMR. The Government will reject all others.

C.17.6 Provisioning and Pre-Procurement Screening (CDRL A009) results will be Contractor developed and will be available at each Provisioning Conference to support the level of provisioning submittal under review. The data shall be capable of being loaded into the Provisioning Master Record (PMR) without any modifications to data. No errors are allowed. All submissions will be labeled as Initial, Revised, or Final submissions.

C.17.7 The Contractor will provide to the Government the Provisioning Parts List (PPL) in LSA-036 format per CDRL A010 (Provisioning Parts List (PPL)). Contractor will provide a Sample Data (5% of submittal) to TACOM not later than 14 days prior to attending Provisioning Conferences.

C.17.8 Provisioning Parts List (PPL) (CDRL A010)

The PPL shall be used to determine the range and quantity of support items required for maintenance and repair of the End Item. This includes all repairable Commercial Off The Shelf (COTS) items, unless excluded by the Government. The PPL shall contain all tools, test equipment, repair kits and repair parts sets required to maintain the End Item, component or assembly equipment, unless excluded by the provisioning requirements. The PPL shall be formatted and delivered in accordance with Attachment 6 (Provisioning) and (Provisioning Parts List (PPL)) CDRL A010.

C.18 PROVISIONING AND PRE-PROCUREMENT SCREENING (PPS) (CDRL A009)

C.18.1 The Contractor shall conduct Pre-Procurement Screening (PPS) for all items to be provisioned using the Federal Logistics Information System (FLIS) for standardization or NSN assignment. Provisioning and Other Pre-Procurement Screening Data is used to identify existing NSNs for an item, validate currency of NSNs, and aid in maximum use of known assets. The Provisioning and Pre-Procurement Screening (PPS) shall be formatted and delivered in accordance with (Provisioning and Pre-Procurement Screening (PPS)) CDRL A009. PPS will be made available to Government representatives at each provisioning conference, and will be upgraded along with the Provisioning Parts List (PPL).

C.18.2 Federal Logistics Information System (FLIS). For additional information on requesting software and passwords, refer to the Provisioning Screening User Guide at www.dlis.dla.mil

C.18.3 WEBFLIS. For additional information on WEBFLIS, go www.dlis.dla.mil/webflis.

There are two versions of WEBFLIS: Public Query and Restricted/Sign-on. Anyone with access to the Internet may access the Public Query version. User ids may be obtained by filling out a registration form. The registration forms are found on the DLIS web site. After accessing the Home Page, go into the Forms and Publications section and select the registration form for WEBFLIS. There are two forms available one for Government workers and one for Government sponsored Contractors.

C.18.4 Batch submittals to DLIS. For additional information on how to submit batch requests to DLIS, refer to the Provisioning Screening User Guide at www.dlis.dla.mil

C.19 TECHNICAL PUBLICATIONS (TM) AND ELECTRONIC TECHNICAL MANUALS (ETM) (CDRL A011)

The Contractor shall deliver all data in English. New equipment technical manuals to support the Nozzle Assembly, Closed-Circuit Refueling equipment shall be developed. The technical manuals preparation requirements and the delivery requirements are described below. MIL-STD 40051-2 with Change 3 shall be used.

C.19.1 Technical Publications.

The Contractor shall develop Department of the Army Technical Manuals (DATMs) and Electronic Technical Manuals (ETMs) for the Closed Circuit Refueling (CCR) Nozzles in accordance with (IAW) Publications Requirements, Attachment 3; Technical Manual (TM) Requirements Matrix, Attachment 4; Equipment Publications Defects, Attachment 5, and Contract Data Requirements Lists (CDRLs) A011 (Technical Manual (TM), Operator and Field Maintenance Manual including Repair Parts and Special Tools List (RPSTL)), A015 (Validation Report), and A016

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(Equipment Publication Development Status Report). Military-Standard (MIL-STDs) 40051-2 with Change 3 shall be used to develop these manuals.

C.19.1.1 The following manuals shall be developed:

- a. TM 10-XXXX-XXX-13&P Operator and Field Maintenance to include Repair Parts and Special Tools List

C.19.1.1.1 The Operator and Field Maintenance manual shall be prepared and delivered in accordance with MIL-STD-40051-2A, (TM and ETM) CDRL A011 and all attachments.

C.19.1.2 Technical Manual Deliverables. All publications deliverables shall be delivered as required in the appropriate CDRLs in this contract.

C.19.1.2.1 A Draft Equipment Publication/Preliminary Technical Manual (DEP/PTM) of the TM shall be delivered IAW CDRL A011 in this contract. The validated DEP/PTM must be a complete publication in the same format as the final publication. It must conform to the governing content and format Military Specifications and Standards. The validated DEP/PTM shall include all required content per CDRL A011 and Attachments 3, 4, and 5.

C.19.1.2.2 A Final Draft Equipment Publication (FDEP) of the TM shall be delivered IAW CDRL A011 in this contract. The FDEP shall have all Validation, DEP/PTM review, and Verification corrections, changes, and additions incorporated.

C.19.1.2.3 A Final Reproducible Copy (FRC) of the TM shall be delivered IAW CDRL A011 in this contract.

C.19.1.2.4 The Contractor shall deliver all source material, defined as operating plans, standard procedures, computer programs, and residual material to include computer disks, and other media containing digital files, developed to fulfill the requirements of this contract. The Contractor shall grant the Government unlimited rights to use any and all publications data/products produced under this SOW.

C.19.1.2.5 An Extensible Markup Language (XML)-tagged instance is not a required deliverable for equipment publications developed under this contract. The Contractor may choose to develop the XML-tagged instances for publications developed under this contract if it meets its requirements. No costs for XML tagging shall be accrued to the government.

C.19.1.3 TM Crosswalk.

The Maintenance Allocation Chart (MAC), RPSTL, and Maintenance instructions shall be complete and consistent with the Logistics Management Information (LMI) process. The MAC is the framework for development of both the RPSTL and the Maintenance instructions, and all three should be coordinated. All maintenance functions listed in the MAC for a component shall have an associated Maintenance work package(s), at the appropriate level of maintenance, containing tasks supporting the maintenance functions. A listing of spare parts supporting the required maintenance functions shall also be listed in the RPSTL work package. The sequence of the Maintenance work packages and the RPSTL work packages shall follow the Functional Group Code (FGC) or Logistics Support Analysis Control Number (LCN) sequence in the MAC.

C.19.1.4 Quality Assurance (QA).

The Contractor shall be responsible for the quality of the TM deliverables. All delivered TM information shall be complete, technically accurate, and useable by US Army soldiers. To meet this requirement, the Contractor shall develop and use a QA Plan that guarantees:

- (1) Periodic QA reviews of TM content by persons different than those preparing the TM.
- (2) Maintenance of QA records detailing the findings of those reviews.
- (3) Controls to ensure that current, accurate engineering and parts information is available to TM preparers.

Government representatives have the right to review and comment on the Contractors QA Plan, records, and processes throughout the duration of the programs efforts.

C.19.1.5 Equipment Publications Defects List.

The Contractor shall review and utilize the Equipment Publications Defects List, Attachment 5, which the Government uses to guide review of all publication deliverables. Publications deliverables developed under this contract shall not contain any defects listed on the Equipment Publications Defects List.

C.19.1.6 Acceptable Quality Level (AQL).

The Governments goal is to ensure that the Contractor has performed sufficient Quality Assurance to eliminate from the TM all defects as defined in the Equipment Publications Defects List (Attachment 5). The DEP/PTM must meet AQLs before the Government will accept the DEP/PTM and move forward to plan Government Verification. The Government plans to review 100 percent of the DEP/PTM; however, if any DEP/PTM submission fails to meet either AQL criterion Percentage of Critical Errors or Percentage of Major Errorsthe DEP/PTM will immediately be rejected through official notice to the Procuring Contracting Officer (PCO). Critical and Major errors are defined in the Equipment Publications Defects List.

AQLs

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<u>TM Size (WPs)</u>	<u>Sample Review Size</u>	<u>% of Critical Errors*</u>	<u>% of Major Errors*</u>	<u>Rejected</u>
Less than 50	All WPs	10 percent	25 percent	Yes
50 or more	25% of total WPs	10 percent	25 percent	Yes

*Refers to percentage of Sample Review Size that contains that type of error

C.19.1.7 Publications Start-of-Work (SOW) Meeting.

Within 30 days after contract award, a Publications SOW meeting will be held by the Government with the Contractor. This meeting may be a sub-meeting of an overall contract SOW meeting or a stand-alone meeting. The purpose of this meeting is to review publications contract requirements, establish lines of communications, answer all questions, and develop a publications schedule based on the requirements of the program and the contract.

C.19.1.8 Publications In-Process Reviews (IPRs).

The Contractor shall support Government IPRs by providing samples of work accomplished to date, answering questions about publications work processes, providing records of QA reviews, and responding to Government comments regarding publications processes or work samples.

C.19.1.9 Contractor Validation.

The Contractor shall validate the technical accuracy and adequacy of all content in the DEP/PTM prior to its delivery to the Government.

The Contractor shall maintain records of Validation reviews that show when the material was reviewed, how the procedures were performed, what the findings were, and all corrective actions taken. The records shall be signed and certified by two separate Contractor representatives. Validation personnel must include personnel who did not author the procedure. Government representatives have the right to witness entire or selected portions of the Contractors Validation effort.

C.19.1.9.1 Validation Process.

All Operation, Preventive Maintenance Checks and Services (PMCS), Troubleshooting, and Maintenance procedures shall be 100 percent hands-on performance validated to ensure accuracy, compatibility, and completeness. Troubleshooting procedures shall be validated to the extent possible without damage to equipment. All performance validation shall be done using Government-issued tools available to the soldier at the designated level of maintenance. The Contractor shall ensure the TM data accurately reflects and supports the CCR Nozzle configuration only, including any and all changes to the configuration resulting from testing, vendor parts supply, and production-line changes. Other content, such as Controls and Indicators, Front Matter, Rear Matter, Torque Tables, Theory of Operation, Glossary, and Index information, shall be validated by review against engineering data, TM data, and/or Government-procured production configuration hardware.

C.19.1.9.2 Validation Plan.

The Contractor is required to have and to use a Validation Plan to validate TM content. The Validation Plan shall specify how TM content will be validated and when and where that content will be validated. The Validation Plan shall describe the Validation method used for each type of TM content. The Validation Plan shall be delivered to the Government for review and approval 30 days prior to the start of Validation. If the Government determines the Validation Plan will not ensure technical accuracy and adequacy of the TM deliverables, the Contractor will be required to change the Validation Plan.

C.19.1.9.3 Validation Report (CDRL A015).

A Validation Report shall be delivered after Validation completion, IAW CDRL A015. The Validation Report shall certify that Validation has been completed, shall list in detail the effort undertaken during Validation (processes, corrections, etc.), and shall show the TM deliverable has had QA applied with use of the Equipment Publications Defects List (Attachment 5). The Validation Report shall include a signature of an individual authorized to represent the Contractor. The Contractors complete Validation Records (see C.19.1.9) shall be made available to the Government upon request.

C.19.1.9.4 Equipment Publications Development Status Report (CDRL A016).

The Contractor shall deliver status reports as required in DI-MGMT-80368, and CDRL A016. This report should describe the level of effort that has been put forth (to date) to achieve acceptable DEP delivery TMs. The report should include information such as number of successfully completed /validated operator and maintenance work packages, any concerns with obtaining data needed for TM development, and schedule of remaining work packages to be developed/validated.

C.19.1.10 Government Verification.

The Government is responsible for Verification of the TM to ensure accuracy and usability by US Army soldiers. Government representatives will review the DEP/PTM to determine that proper QA has been used during preparation, that the DEP/PTM is complete, and that the DEP/PTM is adequate for Verification. Verification may consist of hands-on performance of up to 100 percent of Operators and Maintenance procedures. The Government has the right to choose to verify the TM by desktop review, review on equipment, hands-on performance, or any combination of these methods. The Government intends to verify by performance to the extent required to ensure the Contractor has properly prepared and validated TM content.

C.19.1.10.1 Upon task completion at Verification, the Work Package will be classified as GO, GO WITH CHANGE, or NO GO.

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- GO = The task requires no changes.
- GO WITH CHANGE = The task can be performed, but requires some changes that can be clearly identified and described. The extent of changes must be limited (as determined by TACOM Equipment Specialist and Publications Manager).- NO GO = The task cannot be completed/performed as written. The task will be returned to the Contractor for re-write. The re-written task must be available within 24 hours for re-verification.

C.19.1.10.2 The Contractor shall provide support to the Government Verification process. This support shall consist of facilities; tables; chairs; Contractor personnel to assist with record keeping, equipment preparation and maintenance; mandatory replacement parts supply; consumables (rags, lubricants, sealants, etc.), Government-issued tools; and Contractor-provided special tools.

C.19.1.10.3 The Contractor shall also provide personnel to take notes of all corrections, to answer questions, to review Verification issues, and to advise the Government of changes or recommendations that arise during Verification. The Contractor shall arrange for the services of a photographer to assist in documenting problem areas and changes required to correct errors or omissions in the DEP/PTM procedures being verified.

C.19.1.11 The Contractor shall correct all errors found in the TM, ETM, and electronic data files resulting from Contractor and Government reviews, tests, Validation, and Verification at no additional cost to the Government.

C.19.1.12 Approved Equipment Changes. The Contractor shall incorporate into the TM all Government-approved changes made to the equipment up to delivery and acceptance of the final Publication (FRC) under this contract.

C.19.1.13 Data Rights. The TM content prepared under this contract shall be delivered with unlimited rights to the Government, as defined in the clause DFARS 252.227-7013, Rights in Technical Data Noncommercial Items. If any content includes copyrighted material, the Contractor shall furnish full copyright release for that data.

C.19.1.14 Warranty of Data. The Contractor shall ensure that all technical data delivered under this contract conforms to all specifications and requirements listed in the contract, as stipulated in the clause DFARS 252.246-7001 Warranty of Data.

C.19.3 TECHNICAL PUBLICATION PACKAGING

Technical Manuals shall be preserved in accordance with MIL-STD-2073, method 31 or 33, and shipped with each Nozzle Assembly, Closed-Circuit Refueling produced after the TM has been authenticated. The Government will print the manuals and provide them to the Contractor for over pack. The Contractor is responsible for over packing one set of the approved manuals with each Nozzle Assembly, Closed-Circuit Refueling. No Nozzle Assembly, Closed-Circuit Refueling shall be shipped without authenticated manuals. Draft manuals will not be acceptable.

C.20 CONFIGURATION MANAGEMENT REQUIREMENTS

C.20.1 Configuration Control. The Contractor shall be responsible for configuration control throughout the period of this contract. For changes prior to First Article Test (FAT) approval, the Contractor may make changes to the configuration without formally notifying the Government. Any changes made prior to FAT approval must meet the requirements of MIL-PRF 52747F (AT). The Contractor shall establish a configuration baseline following testing and acceptance of the First Article Test Report by the Government. The Government reserves the right to review content and verify the accuracy of the Contractor configuration control system at any time during the contract. This baseline will identify and document the functional and physical characteristics of the Nozzle Assembly, Closed-Circuit Refueling approved for production. ANSI/EIA-649-1998, National Consensus Standard for Configuration Management, may be used for guidance.

C.21 PACKAGING DATA DEVELOPMENT (LOGISTICS MANAGEMENT DATA INFORMATION (LMI) CDRL A012 and DATA PRODUCTS AND SPECIAL PACKAGING INSTRUCTION (SPI) CDRL A013)

C.21.1 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 excluding PR and PZ. 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 accordance with (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, and materials for packaging development. The Contractor shall complete validation 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.

C.21.1.1 Selective group: Items classified as Selective group shall not have a 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

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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.

C.21.1.2 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 hazardous material or hazardous goods in transport, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items.

C.21.2 Logistic Management Information (LMI) Data Products - Packaging (CDRL A012): 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 A012 including attachments.

C.21.3 Special Packaging Instructions (SPI) (CDRL A013): 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 A013.

C.22 SAFETY ASSESSMENT REPORT (SAR). (CDRL A014)

C.22.1 As a result of system safety analyses, hazard evaluations, and any of the independent testing, the Contractor shall perform and document a safety and health hazard assessment. The safety and health hazard assessment shall identify all safety features of the hardware, software, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users. The Contractor shall prepare a Safety Assessment Report in accordance with DI-SAFT-80102B. In preparing the health hazard portion of the Safety Assessment Report, the Contractor shall provide a description and discussion of each potential or actual health hazard for each subsystem or component. A hazard is an existing or likely condition, inherent to the operation, maintenance, transport, or use of materiel that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel by exposure to physiological stresses. The Contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. Include in the SAR, copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. The final SAR is subject to Government approval. In the event the system is modified or procedural changes with regards to interfacing with the system are made after the final SAR is submitted, you shall update the SAR to reflect those modifications or changes.

C.22.1.1 Examples of hazards to be included in the report are:

- a. Sharp edges
- b. Electrical issues.
- c. Toxic fumes (exhaust emission hazards) and hazardous materials, to include those formed by the introduction of the system, or by the manufacture, test, maintenance or operation of the system.
- d. Chemical hazards. (e.g., flammables, corrosives, carcinogens or suspected carcinogens, systemic poisons, asphyxiates, including oxygen deficiencies, respiratory irritants, etc.).
- e. Biological hazards. (e.g., bacteria, fungi, etc.).
- f. Ergonomic hazards. (e.g., lifting requirements, task saturation, etc.).
- g. Any Hazardous Material requiring MSDS.

C.22.2 The assessment shall also address:

- a. System, facility and personnel protective equipment design requirements (e.g., ventilation, noise attenuation, radiation barriers, etc.) to allow safe operation and maintenance. When feasible engineering designs are not available to reduce hazards to acceptable levels, alternative protective measures must be specified (e.g., protective clothing, specific operation or maintenance practices to reduce risk to an acceptable level).
- b. Potential non-or less hazardous material substitutions and projected handling and disposal issues. The HHA will discuss the rationale for using a hazardous material and long term effects (such as potential for personnel and environmental exposure, handling and disposal issues/requirements, protection/control measures, and life cycle costs) over a non-or less hazardous material. The effects and

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costs should be considered over the life of the systems, including the cost of handling and disposal. Identify potential non-or less hazardous alternatives if they exist and provide a justification why an alternative cannot be used.

c. Hazardous Materials. No asbestos, radioactive materials, mercury, hexavalent chromium (electroplating and coatings processes), cadmium (electroplating), or other highly toxic or carcinogenic materials as defined in 29 CFR 1910.1200 shall be used on the (Equipment) without prior approval from the Government. Class I and Class II Ozone Depleting Substances shall not be used. This applies to both Contractors and Subcontractors.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

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

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

(b) The following requirements shall apply:

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

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

(d) Marking:

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

(e) Heat Treatment and Marking of Wood Packaging Materials(MWP): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annx1_2006_E.pdf&refID=133703 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) Hazardous Materials (As applicable):

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

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

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

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

(g) SUPPLEMENTAL INSTRUCTIONS:

Weight and Dimensions are estimated. Packaging data for these nozzles will be developed under this contract.

(End of Clause)

D.1 PRESERVATION AND PACKAGING

D.1.1

The Contractor shall preserve and package all reparable items in accordance with the packaging data generated and submitted by the Contractor and approved by the Government.

D.1.2

Required software, technical data, reports, etc. delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival to the destination without damage to contents.

D.1.3

All Non-manufactured Wood used in packaging shall be heat treated to the core temperature of 56 degrees Celsius for a minimum of 30 minutes. Boxes, pallets, dunnage and any wood used as inner packaging made of Non-manufactured Wood shall be heat treated. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. All Non-manufactured wood products used for shipment to OCONUS locations MUST conform to the International Plant Protection Convention (IPPC) International Phytosanitary Measure15 (ISPM-15).

D.2 MARKING

D.2.1

The CCR Nozzles processed in accordance with Paragraph D.1.1 shall be marked in accordance with MIL-STD-129P (4).

D.2.2

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

D.2.3

Marking of Wood Packaging Materials: Each box, pallet and dunnage shall be marked to show the conformance to the International Phytosanitary Measure-15 (ISPM-15). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. .

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4333 (TACOM)	INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL)	APR/2006

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

(1) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with Applicable specification/drawing/ Quality Assurance Provision.

All inspections and tests required will be performed and appropriately documented unless waived by the Contracting Officer.

FAT will be conducted per Type 1, Class B, MIL-PRF-52747. Source inspection is justified due to complexity of item and FAT requirements.

(2) The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

[End of Clause]

E-4	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system
- ISO 9001:2008 (untailored) or comparable quality system
- ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

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MOD/AMD

Name of Offeror or Contractor: LKR, INCE-5 52.209-4012 NOTICE REGARDING FIRST ARTICLE
(TACOM)

APR/2000

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

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

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

[End of Clause]

E-6 52.211-4029 INTERCHANGEABILITY OF COMPONENTS
(TACOM)

MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

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

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

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

[End of clause]

E-7 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN
(TACOM)

NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: LKR Inc. dba Raycon Industries CAGE 1WG21
340 N. Palm Street STE B
Brea, CA 92821

ACCEPTANCE POINT: LKR Inc. dba Raycon Industries CAGE 1WG21
340 N. Palm Street STE B
Brea, CA 92821

[End of Clause]

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Name of Offeror or Contractor: LKR, INC

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2013) -- ALTERNATE I (DEC 2011)	DEC/2011
F-7	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 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--

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Name of Offeror or Contractor: LKR, INC

(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
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n/a

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

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

(2) Use passive tags that are readable; and

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

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

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

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

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

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Name of Offeror or Contractor: LKR, INC

(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-8 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008
(TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries No Later Than 90 days after Governments acceptance of TM for first delivery order or 210 days after subsequent delivery order(s); or

(ii) If FAT is not required or FAT is waived start deliveries No Later Than 90 days after Governments acceptance of TM for first delivery order or 210 days after delivery order date for subsequent delivery orders.

(iii) You will deliver 100 units every thirty days.

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

(d) Accelerated delivery schedule IS acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start ___ days after the delivery order date; and/or

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

[End of clause]

F-9 52.247-4457 LONG TERM CONTRACTS - FOB DESTINATION OCT/1999
(TACOM)

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

50% DDSP New Cumberland Facility (AN5)
50% XU Def Dist Depot San Joaquin (AQ5)

Name of Offeror or Contractor: LKR, INC

(End of Clause)

F-10 52.247-4009 DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY AUG/2003
 (TACOM)

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

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

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

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

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

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

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

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

[End of Clause]

F-11 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
 (TACOM) ADDRESSES

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

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot,	Transportation Officer Anniston Army Depot,	Transportation Officer Anniston Army Depot,

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Name of Offeror or Contractor: LKR, INC

Bynum, AL

Bynum, AL

Anniston, AL 36201-5021

209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
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661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
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NOTE: Drivers must schedule an appointment for delivery at least 24 hours in advance. Deliveries will be scheduled for Monday-Friday, 0700-1300. E-mail or fax the PCO at CML (903)334-2208 or CML (903)334-2881. POC's are available Monday-Saturday, 0700-1730 with the exception of government holidays. For directions, please call CML (903)334-3060. Trucks enter through the commercial carrier route entrance and report to building 23 Truck Control 30 minutes prior to their scheduled appointment. Carriers that arrive at Truck Control without appointments will be placed at the end of the day's schedule unless there is an earlier opening and will be worked/unloaded as soon as possible.

POCs: ddrdt-appt@dla.mil, Randy Cox, CML (903)334-2945, Randy.Cox@dla.mil; Angela Carr, CML (903)334-4950 Angela.Carr@dla.mil; Jane Haley, CML (903)334-4671 Jane.Haley@dla.mil; Darlene Phelps, CML (903)334-3818 Darlene.Phelps@dla.mil.

764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003
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***SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

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Name of Offeror or Contractor: LKR, INC

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

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

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

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

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

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

Combo invoice / Receiving Report

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

See Schedule

(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	See page 1 or Schedule
Issue By DoDAAC	See page 1 or Schedule
Admin DoDAAC	See page 1 or Schedule
Inspect By DoDAAC	See page 1 or Schedule
Ship To Code	See page 1 or Schedule
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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Name of Offeror or Contractor: LKR, INC

(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.

N/A

(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.

N/A

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

(End of clause)

G-2 252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE
(DFARS PGI)

SEP/2009

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

(End)

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Name of Offeror or Contractor: LKR, INC

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	SEP/2004

(a) All contract awards, modifications and delivery orders issued by DLA Land Warren 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 [*HYPERLINK "http://farsite.hill.af.mil/"](http://farsite.hill.af.mil/)<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) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: [*HYPERLINK "http://www.ccr.gov/"](http://www.ccr.gov/)<http://www.ccr.gov/>. (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 TACOM webpage:

Warren: [*HYPERLINK](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)

["http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm"](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm

Rock Island: [*HYPERLINK "https://aais.ria.army.mil/AAIS/AWDINFO/index.htm"](https://aais.ria.army.mil/AAIS/AWDINFO/index.htm)<https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>

Picatinny: [*HYPERLINK "http://procnet.pica.army.mil/dbi/DynCBD/award.cfm"](http://procnet.pica.army.mil/dbi/DynCBD/award.cfm)<http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>

Red River Army Depot: [*HYPERLINK](http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm)

["http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm"](http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm)<http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>

Anniston Army Depot: [*HYPERLINK "http://www.anadprocnet.army.mil/"](http://www.anadprocnet.army.mil/)<http://www.anadprocnet.army.mil/>

(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 CCR 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 [*HYPERLINK](http://www.acq.osd.mil/dpap/ebiz/VANs.htm)
["http://www.acq.osd.mil/dpap/ebiz/VANs.htm"](http://www.acq.osd.mil/dpap/ebiz/VANs.htm)<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:
[*HYPERLINK "http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm"](http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm)<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

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

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-16	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-18	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-19	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2013
I-23	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-35	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-36	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-38	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-11	EXTRAS	APR/1984
I-44	52.232-17	INTEREST	OCT/2010
I-45	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-46	52.232-25	PROMPT PAYMENT	JUL/2013
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-53	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-54	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013
I-55	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-56	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-57	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006

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I-58	52.248-1	VALUE ENGINEERING	OCT/2010
I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-60	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-64	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-65	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-66	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-67	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-68	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-69	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-71	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-72	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-73	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-74	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-75	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-76	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-77	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-78	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-79	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-80	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-81	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-82	252.225-7021	TRADE AGREEMENTS	AUG/2013
I-83	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-84	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-85	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-86	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
I-87	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-88	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-89	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-90	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-91	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-92	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-93	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-94	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-95	252.246-7001	WARRANTY OF DATA	DEC/1991
I-96	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-97	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	JUN/2013
I-98	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-99	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test 2 unit(s) of Lot/Item 0011AA as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 270 calendar days from the date of this contract to the PCO marked First Article Test Report: Contract No. _____, Lot/Item No. _____. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

I-100

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 66, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 522;

(2) Any order for a combination of items in excess of 522; or

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

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

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

(End of Clause)

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I-101 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

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

(End of Clause)

I-102 252.216-7006 ORDERING MAY/2011

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

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

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

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

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

(End of Clause)

I-103 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the

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HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

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

___ Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include

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contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

I-105

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

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

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

Name of Offeror or Contractor: LKR, INC

Material (If none, insert None)	Identification No.

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

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

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

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

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

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

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-106 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).

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Name of Offeror or Contractor: LKR, INC

(End of Clause)

I-107 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-108 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-109 252.211-7005 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 (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: _____

Name of Offeror or Contractor: LKR, INC

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

(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-110 252.223-7001 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-111 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(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:

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Name of Offeror or Contractor: LKR, INC

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

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

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

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

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

[End of Clause]

I-112 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://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(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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MOD/AMD

Name of Offeror or Contractor: LKR, INC

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	MIL-PRF-52747F	26-FEB-1996	025	ELECTRONIC IMAGE
Exhibit B	A001 REPORT, RECORD OF MEETING MINUTES	13-JUL-2012	001	
Exhibit C	A002 MAINTENANCE ANALYSIS (MA)	13-JUL-2012	002	
Exhibit D	A003 MAINTENANCE ALLOCATION CHART (MAC)	13-JUL-2012	002	
Exhibit E	A004 LONG LEAD TIME ITEMS (LLTI)	13-JUL-2012	002	
Exhibit F	A005 BASIC ISSUE ITEMS (BII)	13-JUL-2012	002	
Exhibit G	A006 EXPENDABLE/DURABLE ITEMS LIST (EDIL)	13-JUL-2012	002	
Exhibit H	A007 COMPONENTS OF END ITEMS (COEI) LIST	13-JUL-2012	002	
Exhibit J	A008 SUPPORT TOOLS & TEST EQUIPMENT (STTE) LIST8	13-JUL-2012	002	
Exhibit K	A009 PROVISIONING AND PRE-PROCUREMENT SCREENING	13-JUL-2012	002	
Exhibit L	A010 PROVISIONING PARTS LIST (PPL) AND ENGINEERING DATA FOR PROVISIONING (EDFP)	13-JUL-2012	002	
Exhibit M	A011 TECHNICAL MANUAL (TM), OPERATOR AND FIELD MAINTENANCE MANUAL INCLUDING REPAIR PARTS AND SPECIAL TOOLS LIST (RPSTL)	24-JAN-2013	002	
Exhibit N	A012 PACKAGING DATA	13-JUL-2012	002	
Exhibit P	A013 SPECIAL PACKAGING INSTRUCTIONS (SPI)	13-JUL-2012	002	
Exhibit Q	A014 SAFETY ASSESSMENT REPORT	13-JUL-2012	002	
Exhibit R	A015 VALIDATION REPORT	24-JAN-2013	002	
Exhibit S	A016 EQUIPMENT PUBLICATION DEVELOPMENT STATUS REPORT	21-AUG-2012	002	
Attachment 0001	ATTACHMENT 1 & 1A LOGISTICS PRODUCT DATA - PACKAGING DATA PRODUCTS	23-MAR-2012	005	ELECTRONIC IMAGE
Attachment 0002	ARMY'S TWO LEVEL MAINTENANCE MAC HEADER	23-MAR-2012	001	ELECTRONIC IMAGE
Attachment 0003	GENERAL PUBLICATIONS REQUIREMENTS	24-JAN-2013	005	ELECTRONIC IMAGE
Attachment 0004	TECHNICAL MANUAL (TM) REQUIREMENTS MATRIX	24-JAN-2013	022	ELECTRONIC IMAGE
Attachment 0005	EQUIPMENT PUBLICATIONS DEFECTS LIST	24-JAN-2013	003	ELECTRONIC IMAGE
Attachment 0006	PROVISIONING	23-MAR-2012	006	ELECTRONIC IMAGE
Attachment 0007	MAINTENANCE ANALYSIS	23-MAR-2012	001	ELECTRONIC IMAGE
Attachment 0008	DE STYLE GUIDE	31-MAY-2012	252	ELECTRONIC IMAGE

The Contractor shall maintain the MA for the life of the contract.

The Contractor shall submit the final approved MA, to include all changes, deletes or new maintenance procedures as a result of Government reviews 21 days prior to the completion of the contract. The submittal shall be in spreadsheet format compatible with WINDOWS 2000 and XP.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Kim Sullivan
Inventory Management Specialist
AMSTA-LCC-JA

I. APPROVED BY: Richard Justice
Chief, Petroleum Team
AMSTA-LCC-JAP

H. DATE: 13 July 2012

J. DATE: 13 July 2012

The Contractor will provide a plan of strategy at the start of work meeting.

The preliminary MAC shall be submitted at the Provisioning Conference. The MAC shall define the functional group numbers for all assemblies and sub-assemblies for field level of maintenance (Attachment 2 and 7). The Contractor shall have the MAC available at follow-on Provisioning or MPP Conferences. The MAC shall be updated following the completion of all provisioning and MPP conferences to reflect the currency of the MAC. The scope of work paragraph C.9 description defines source requirements for MAC development of functional groups, repair task and repair time interval defined in accordance with GEIA-STD-0007 and Attachment 1 (LMI Packaging Data Products) and Attachment 4 (TM Requirements Matrix)

The Contractor will incorporate Provisioning Conference comments and submit a draft MAC to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the PTM (Preliminary Technical Manual) copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Kim Sullivan
Inventory Management Specialist
AMSTA-LCC-JA

I. APPROVED BY: Richard Justice
Chief, Petroleum Team
AMSTA-LCC-JAP

H. DATE: 13 July 2012

J. DATE: 13 July 2012

Preliminary LLTI in accordance with the requirements specified on the LMI worksheet Attachment 1 (LMI Packaging Data Products) and scope of work paragraph C.12.

The Government will provide comments to the Contractor within 21 days after receipt. The Contractor shall have the LLTI available at follow-on, Maintenance, Provisioning and Publications (MPP) Review, Provisioning Conference and/or Contractor Validation, for the Governments review and comments.

The LLTI will be accompanied by the EDFP (Engineering Data for Provisioning) with PLISN (Provisioning Line item Sequence Number).

The Contractor shall incorporate comments and provide a draft LLTI not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification. The Contractor will incorporate verification comments and submit a final LLTO concurrently with the FDEP copy of the manual.

All submittals shall be compatible with Microsoft WINDOWS.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:	Kim Sullivan Inventory Management Specialist AMSTA-LCC-JA	I. APPROVED BY:	Richard Justice Chief, Petroleum Team AMSTA-LCC-JAP
H. DATE:	13 July 2012	J. DATE:	13 July 2012

The Preliminary BII shall be submitted at the Provisioning Conference. The Government shall review the Preliminary BII list for the requirements specified in the scope of work paragraph C.13 and Attachment 6. The Government will provide comments at the Provisioning Conference

The Contractor will incorporate Provisioning Conference comments and changes to a draft BII and submit to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Kim Sullivan

Inventory Management Specialist

AMSTA-LCC-JA

H. DATE: 13 July 2012

I. APPROVED BY: Richard Justice

Chief, Petroleum Team

AMSTA-LCC-JAP

J. DATE: 13 July 2012

The Preliminary EDIL shall be submitted at the Provisioning Conference. The Government shall review the Preliminary EDIL for the requirements specified in the scope of work paragraph C.14 and Attachment 6. The Government will provide comments at the Provisioning Conference.

The Contractor shall have the EDIL available at follow-on Provisioning or MPP Conferences.

The Contractor will incorporate Provisioning Conference comments and submit a draft EDIL to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:	Kim Sullivan Inventory Management Specialist AMSTA-LCC-JA	I. APPROVED BY:	Richard Justice Chief, Petroleum Team AMSTA-LCC-JAP
H. DATE:	12 July 2012	J. DATE:	13 July 2012

the requirements specified in the scope of work paragraph C.15 and Attachment 6. The Government will provide comments at the Provisioning Conference.

The Contractor shall have the COEI list available at follow-on Provisioning or MPP Conferences.

The Contractor will incorporate Provisioning Conference comments and submit a draft COEI list to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:	Kim Sullivan Inventory Management Specialist AMSTA-LCC-JA	I. APPROVED BY:	Richard Justice Chief, Petroleum Team AMSTA-LCC-JAP
H. DATE:	13 July 2012	J. DATE:	13 July 2012

The Contractor will incorporate comments and submit a draft STTE list to the Government not later than 21 days prior to the Governments Verification. The Government will provide comments at its verification.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:	Kim Sullivan Inventory Management Specialist AMSTA-LCC-JA	I. APPROVED BY:	Richard Justice Chief, Petroleum Team AMSTA-LCC-JAP
H. DATE:	13 July 2012	J. DATE:	13 July 2012

Provisioning List Item Sequence Number (PLISN).

Final Screening results shall be concurrent with final PPL submission. Content and format for the Provisioning and other Pre-Procurement screening data shall depict National Stock Number (NSN) hit/no hit for all items listed in the PPL.

The Contractor shall have the screening results available at follow-on, Maintenance, Provisioning and Publications (MPP) Review, Provisioning Conference, Contractor Validation, and/or Government Verification.

The Contractor shall incorporate Part Numbers and NSNs into the PPL.

The Contractor will incorporate all verification comments and submit concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JA will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Kim Sullivan

Inventory Management Specialist

AMSTA-LCC-JA

H. DATE: 13 July 2012

I. APPROVED BY: Richard Justice

Chief, Petroleum Team

AMSTA-LCC-JAP

J. DATE: 13 July 2012

Each PPL submittal must be accompanied with supporting Engineering Data for Provisioning (EDFP) that matches. The EDFP will be organized by Provisioning Line item Sequence Number (PLISN) and Part Number P/N. The EDFP will be annotated with PLSIN, P/N, Commercial and Government entity code (CAGE), Provisioning Contract Control Number (PCCN) and Provisioning Control Code (PCC).

Missing PPL data in any submittal will render the PPL incomplete and non-acceptable, such submittals will remain in a non-acceptable status until approved PPL and complete EDFP supporting documentation is provided.

PPL will be developed in top down, breakdown, disassembly sequence that matches the defined maintenance level and functional groups of the MAC. The EDFP will also be presented in the same sequence as the PPL with PLISNs for piece parts/assemblies and P/N annotated on the EDFP. All configuration changes will be incorporated at the end of the procurement effort in the final PPL and accompanied by EDFP

The preliminary PPL shall be delivered at the Provisioning Conference. The PPL shall be prepared according to AMC-P-700-25, the scope of work paragraph C.18 and Attachment 6 of this contract. The Government shall review the preliminary PPL for the requirements specified in the scope of work paragraph C.18 and attachment 6. The Government will provide comments at the provisioning conference.

An electronic submittal incorporating comments, corrections from the provisioning conferences is due 21 days after the conference and any follow on conferences in which changes or corrections are required.

The Contractor shall have the PPL available at follow-on Provisioning Conferences.

The draft PPL shall be delivered at the Government Verification.

All corrections and changes that reflect final configuration must be included in the final PPL Commercial Item (CI), Commercial off the Shelf (COTS) items will be identified in the PPL to the level of parts identification required for MAC maintenance levels. Supporting COTS PTD must accompany all PPL submission in a top-down break down, disassembly sequence that interfaces with the PPL sequence

The Contractor will incorporate all verification comments into the final PPL and submit the final PPL and EDFP concurrently with the FDEP copy of the manual.

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JAP will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:	Kim Sullivan	I. APPROVED BY:	Richard Justice
	Inventory Management Specialist		Chief, Petroleum Team
	AMSTA-LCC-JA		AMSTA-LCC-JAP
H. DATE:	13 July 2012	J. DATE:	13 July 2012

CONTRACT DATA REQUIREMENTS LIST (CDRL)

Form Approval OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.:	0017	B. EXHIBIT:	M	C. CATEGORY:	
D. SYSTEM/ITEM:	Nozzle, Fuel and Oil Servicing (CCR)	E. CONTRACT/PR NO.:		F. CONTRACTOR:	

1. DATA ITEM NO. A011
 2. TITLE OF DATA ITEM: Department of the Army Technical Manuals (DATMs) & Electronic Technical Manuals (ETMs)
 3. SUBTITLE: Technical Manual (TM), Operator and Field Maintenance Manual including Repair Parts and Special Tools List (RPSTL)
 4. AUTHORITY: MIL-STD-40051-2
 5. CONTRACT REFERENCE: C.19
 6. REQUIRING OFFICE: AMSTA-LCC-JL
 7. DD250 REQ: D/D
 8. APP CODE: A
 9. DIST. STATEMENT REQUIRED: A
 10. FREQUENCY: As Required
 11. AS OF DATE: See Block 16
 12. DATE OF FIRST SUB: See Block 16
 13. DATE OF SUBS. SUB: See Block 16
-

14. DISTRIBUTION A. ADDRESSEES

AMSTA-LCC-JL

U.S. Army TACOM
Attn: Cindy Harms, AMSTA-LCC-JL
6501 E. 11 Mile
Mail Stop 921
Warren MI 48397-5000

E-mail: cynthia.a.harms.civ@mail.mil

B. COPIES: See Block 16

15. TOTAL: See Block 16

16. REMARKS:

Contractor shall provide notification to lori.scherzi-brubaker@dla.mil of ALL submissions.

As clarified and tailored by Attachment 3, General Publications Requirements

TM 10-XXXX-XXX-13&P Operator and Field Maintenance Manual including Repair Parts and Special Tools List

The Draft Equipment Publication (DEP) is due 40 days after FAT (First Article Test) has passed. If FAT is waived, the DEP is due 150 days after contract award. The DEP delivery will include two (2) CD-ROMs containing complete ETMs in searchable PDF (Portable Document Format) and two (2) double-sided, punched, printed paper TMs.

The Government will review the DEP delivery and make a determination of acceptance or non-acceptance within 60 days of the receipt. The Government will provide comments before Verification if it is determined that the manual is acceptable for Verification.

The Final Draft Equipment Publication (FDEP) is due within 60 days after verification. The FDEP delivery will include two (2) CD-ROMs containing complete ETMs in searchable PDF (Portable Document Format) and two (2) double-sided, punched, printed paper TMs. The Government will review the FDEP and provide comments within 30 days of receipt. This process will continue until the FDEP is deemed acceptable by AMSTA-LCC-JL.

The Final Reproducible Copy (FRC) / camera-ready TM is due 30 days after receipt of Governments acceptance of the FDEP.

The final delivery shall include the following:

- One (1) completed ETM in searchable PDF (Portable Document Format)
- One (1) Electronic Assembly/Running Sheet
- Digital Illustration Files
- Two (2) double-sided, punched, printed paper TMs
- Two (2) CD-ROMs containing PDF Files
- One (1) CD-ROM containing SGML Tagged Data, Word Processing and Illustration Files
- One (1) complete set of all text and graphic files for the manual in a native format that is compatible with Microsoft Word for Windows

Government receipt of documentation does not constitute acceptance.

AMSTA-LCC-JAP will provide notice of acceptance for the documentation through the PCO to the Contractor within the established time frame and guidelines called out in the scope of work and applicable CDRLs.

All submittals shall be compatible with Microsoft WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Cindy Harms
Publications Manager
AMSTA-LCC-JL

I. APPROVED BY: Stephen Sink
Chief, Publications Team
AMSTA-LCC-JL

H. DATE: 24 January 2013

J. DATE: 24 January 2013

The following data element positions as defined in Attachment 1A will be left blank:
17, 27-28, 38, 114, 158, 209, 215-336

First submittal shall be due 30 days after the Provisioning Conference.

Subsequent submittal shall be due by the 25th of each month when data is complete (no data, no submittal). Final data shall be submitted no later than 60 days prior to first unit equipped.

The Government will review and provide comments within 20 days of receipt. The Contractor shall respond within 20 days after receipt of Government comments.

LMI Data Products for all Special Group Items shall be submitted with the Special Packaging Instruction.

For Engineering changes and logistics changes, submit within 60 days prior to first unit equipped

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All submittals shall be compatible with Microsoft WINDOWS.

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DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Steven Rule
Packaging Specialist
AMSTA-LCL-MSP

I. APPROVED BY: Richard Justice
Chief, Petroleum Team
AMSTA-LCC-JAP

H. DATE: 28 June 2012

J. DATE: 13 July 2012

For Engineering changes and logistics changes, submit within 60 days prior to first unit equipped

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All submittals shall be compatible with Microsoft Word for WINDOWS.

Contractor can only invoice upon final Government approval.

DD 250 is due with last submission only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Steven Rule
Packaging Specialist
AMSTA-LCL-MSP

I. APPROVED BY: Richard Justice
Chief, Petroleum Team
AMSTA-LCC-JAP

H. DATE: 23 March 2012

J. DATE: 13 July 2012

G. PREPARED BY: Shelley King

I. APPROVED BY: Richard Justis
Chief, Petroleum Team
AMSTA-LCC-JA

H. DATE: 16 March 2012

J. DATE: 13 July 2012

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: Cindy Harms
Publications Manager
AMSTA-LCC-JL

I. APPROVED BY: Stephen Sink
Chief, Publications Team
AMSTA-LCC-JL

H. DATE: 24 January 2013

J. DATE: 24 January 2013

