

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. P00002	3. Effective Date 2013SEP25	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND JORDAN VANDESTEENE WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JORDAN.M.VANDESTEENE@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB, OH 45433-5302	Code S3605A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) LAIBE CORPORATION 1414 BATES ST INDIANAPOLIS, IN 46201-3944	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-12-D-0075
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012JUL30
Code 4N8X6	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	43.103 (a)
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) TRISH PIERCE TRISH.PIERCE@US.ARMY.MIL (586)282-8128		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013SEP25

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Name of Offeror or Contractor: LAIBE CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JORDAN VANDESTEENE
Buyer Office Symbol/Telephone Number: CCTA-ADEC/(586)282-3530
Type of Contract: Firm Fixed Price
Kind of Contract: System Acquisition Contracts
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
Contract Expiration Date: 2016JUL29

*** End of Narrative A0000 ***

P00002 is processed out of order due to necessity.

1. The purpose of this Modification P00002, to Contract W56HZV-12-D-0075, is to:
2. Update the following sections of the Scope of Work:

C.2.2.1.2 Provisioning Conferences

From: C.2.2.1.2 Provisioning Conferences. Within 18 months after the Start of Work Meeting, the Contractor shall host a series of provisioning conferences, not to exceed 5 business days each for each incremental review. Provisioning data presented for review shall include complete assemblies. The Contractor shall provide at least two Internet connections (Ethernet/wireless) for use by Government attendees. The Contractor shall provide advanced copies of the PPL and EDFP data to each conference attendee per CDRL A002-Provisioning Parts List and CDRL A003-Engineering Data for Provisioning.

To: C.2.2.1.2 Provisioning Conferences. Within 18 months of the delivery order, the Contractor shall host a series of provisioning conferences, not to exceed 5 business days each for each incremental review. Provisioning data presented for review shall include complete assemblies. The Contractor shall provide at least two Internet connections (Ethernet/wireless) for use by Government attendees. The Contractor shall provide advanced copies of the PPL and EDFP data to each conference attendee per CDRL A002-Provisioning Parts List and CDRL A003-Engineering Data for Provisioning.

C.4.1.2 ILS Development

From: C.4.1.2 ILS Development. The Contractor shall conduct Supportability Analyses to develop logistics products described in this contract. The Contractor shall use MIL-PRF-49506, Performance Specification, Logistics Management Information (LMI), in identifying content, format, delivery and related guidance for logistics data except as otherwise identified in this contract. The Contractor shall submit documentation on the required due date as detailed in the applicable Scope of Work (SOW) paragraphs and Contract Data Requirements Lists (CDRLs). The Contractor shall validate all documentation prior to submittal to the Government. Government receipt of data deliverables does not constitute acceptance. The Government will notify the Contractor of acceptance in writing.

To: C.4.1.2 ILS Development. The Contractor shall conduct Supportability Analyses to develop logistics products described in this contract. The Contractor shall use MIL-PRF-49506, Performance Specification, Logistics Management Information (LMI), in identifying content, format, delivery and related guidance for logistics data except as otherwise identified in this contract. The Contractor shall submit documentation on or before the required due date as detailed in the applicable Scope of Work (SOW) paragraphs and Contract Data Requirements Lists (CDRLs) in accordance with the Integrated Master Schedule (IMS) on Attachment 017. The Contractor shall validate all documentation prior to submittal to the Government. Government receipt of data deliverables does not constitute acceptance. The Government will notify the Contractor of acceptance in writing.

C.4.2.1 Top Level Drawings

From: C.4.2.1 Top Level drawings. The Contractor shall deliver four A size top level drawings, one for the Well Drill Rig, Support Tender Truck, Mud Trailer, and Air Compressor Trailer in accordance with CDRL A005-Top Level Drawings. In total there shall be 4 end items, with 4 Provisioning Contract Control Numbers (PCCNs), one for each National Stock Number (NSN). Each top level drawing will reflect the manufacturers part number that represents each of the four components and an assigned CAGE code; this drawing shall contain a representative picture or line art depicting the vehicle(s).

To: C.4.2.1 Top Level drawings. The Contractor shall deliver one Top Level A drawing of the entire WWDR System and four B Level Drawings for the Well Drill Rig, Support Tender Truck, Mud Trailer, and Air Compressor Trailer in accordance with CDRL A005-Top Level Drawings. In total there shall be 1 system with 4 end items, with 4 Provisioning Contract Control Numbers (PCCNs), one for each National Stock Number (NSN). Each top level A and B level drawing will reflect the manufacturers part number that represents each of the four components and an assigned CAGE code; this drawing shall contain a representative picture or line art depicting the vehicle(s).

C.4.2.2.1.4 Course Material Format Deliveries

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From: C.4.2.2.1.4 Automated Systems Approach to Training (ASAT) Course Material Format Deliveries. The Contractor shall input the final approved operator New Equipment Training (NET) Instructor Guide and Student Guide into the Automated Systems Approach to Training (ASAT) database. The Government will provide access to the ASAT database.

To: C.4.2.2.1.4 Course Material Format Deliveries. The Contractor shall input the final approved operator New Equipment Training (NET) Instructor Guide and Student Guide into the a Word document.

C.4.2.3.2.2 Instructor and Key Personnel Training (I&KPT) Class

From: C.4.2.3.2.2 Instructor and Key Personnel Training (I&KPT) Class. The Contractor shall conduct a training class for the operator course using training materials developed under this contract. This training shall take place at both the Contractors facility and at Camp Atterbury in Indiana. The purpose of the class is to verify training materials developed for NET. The Contractor shall provide vehicles, equipment, facilities, tools, support equipment and replacement parts to conduct training. MOSCOE will develop the doctrine tactics and techniques.

To: C.4.2.3.2.2 Instructor and Key Personnel Training (I&KPT) Class. The Contractor shall conduct a training class for the operator course using training materials developed under this contract. This training shall take place at the Contractors facility. The purpose of the class is to verify training materials developed for NET. The Contractor shall provide vehicles, equipment, facilities, tools, support equipment and replacement parts to conduct training. MOSCOE will develop the doctrine tactics and techniques.

C.4.2.4 Hardware Top-Down Breakdown

From: C.4.2.4 Hardware Top-Down Breakdown. The Contractor shall develop and document a hardware top-down breakdown tree in tabular format to the lowest repairable assembly using Logistics Management Information (LMI) group codes with MIL PRF 49506 as a guide. The strategy for assigning group codes will be discussed at the Start-of-Work meeting. The top indenture level A shall be the four major subcomponents of the system: a drill rig, a support tender truck, a mud trailer, and an air compressor trailer. The tree shall be documented to the lowest repairable component. The Contractor shall deliver data in accordance with CDRL A010- Hardware Top-Down Breakdown.

To: C.4.2.4 Hardware Top-Down Breakdown. The Contractor shall develop and document a hardware top-down breakdown tree in tabular format to the lowest repairable assembly using Logistics Management Information (LMI) group codes with MIL PRF 49506 as a guide. The strategy for assigning group codes will be discussed at the Start-of-Work meeting. The top indenture shall be one Top Level A size drawing of the entire WWDR System and four B Level Drawings of the four major subcomponents of the system: a drill rig, a support tender truck, a mud trailer, and an air compressor trailer. The tree shall be documented to the lowest repairable component. The Contractor shall deliver data in accordance with CDRL A010- Hardware Top-Down Breakdown.

C.4.2.7.3 Special Packaging Instructions (SPI)

From: C.4.2.7.3 Special Packaging Instructions (SPI): The contractor shall prepare SPIs for up to 16 items of TACOM managed (AKZ) repairable item, each hazardous material item, each fragile, sensitive, critical item, and any item that cannot be adequately packaged or defined as a select item, following MIL-STD-2073-1D. Development of SPI for engines, transmissions, differentials, transfers, final drives, drive axles, and similar assemblies shall be packaged in accordance with MIL-STD-2073-1D Appendix C, Level A packing. The SPI for the engine shall include preservation procedures and validation with coordination from TACOM-LCMC packaging office in Warren, MI. ATPD 2232 can be used as a guide and is found at <https://wwwtdps.tacom.army.mil/phst/SPI/05/67/34.pdf> and packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for reproduction. The format and content of SPI shall be in accordance with CDRL A013-Special Packaging Instruction (SPI).

To: C.4.2.7.3 Special Packaging Instructions (SPI): The contractor shall prepare SPIs for up to 16 items of TACOM managed (AKZ) repairable item, each hazardous material item, each fragile, sensitive, critical item, and any item that cannot be adequately packaged or defined as a select item, following MIL-STD-2073-1D. Development of SPI for engines, transmissions, differentials, transfers, final drives, drive axles, and similar assemblies shall be packaged in accordance with MIL-STD-2073-1D Appendix C, Level A packing. The SPI for the engine shall include preservation procedures and validation with coordination from TACOM-LCMC packaging office in Warren, MI. ATPD 2232 can be used as a guide and is found at <https://wwwtdps.tacom.army.mil/phst/SPI/05/67/34.pdf> and packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for reproduction. The format and content of SPI shall be in accordance with a CDRL to be determined and priced at a later date.

C.4.2.7.3.1 Validation Testing of Preservation Processing and Packaging.

From: C.4.2.7.3.1 Validation Testing of Preservation Processing and Packaging. Validation testing of SPI candidate shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact), but exclude the following tests: Low Pressure Hazard and Environmental Hazard. Each SPI submitted shall have a validation test report, including photographs illustrating the

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before and after testing results including the item and packaging application. Acceptable photographic evidence shall show the product is undamaged from all views. Items with previously approved documented test results may be exempt from validation testing. Test results, as well as, engine preservation validation shall be submitted concurrently with SPI submittal and in accordance with CDRL A013-Special Packaging Instruction (SPI).

To: C.4.2.7.3.1 Validation Testing of Preservation Processing and Packaging. Validation testing of SPI candidate shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact), but exclude the following tests: Low Pressure Hazard and Environmental Hazard. Each SPI submitted shall have a validation test report, including photographs illustrating the before and after testing results including the item and packaging application. Acceptable photographic evidence shall show the product is undamaged from all views. Items with previously approved documented test results may be exempt from validation testing. Test results, as well as, engine preservation validation shall be submitted concurrently with SPI submittal and in accordance with a CDRL to be determined at a later date.

C.4.2.8 Technical Publications

From: C.4.2.8 Technical Publications. The Contractor shall develop Department of the Army Technical Manuals (DATMs) and Electronic Technical Manuals (ETMs) for the Water Well Drilling Rig system (WWDR) in accordance with:

Attachment 007-Equipment Publications Defects,
Attachment 008-Operator General Publications Requirements,
Attachment 009- Operators Technical Manual Requirements Matrix (A-II)
CDRL A014-Operators Manual

The MIL-STDs in effect as of the award date shall be used.

To: C.4.2.8 Technical Publications. The CE Deployment Style Guide shall be Government Furnished Information (GFI) and is in Attachment 018. The Contractor shall develop Department of the Army Technical Manuals (DATMs) and Electronic Technical Manuals (ETMs) for the Water Well Drilling Rig system (WWDR) in accordance with:

Attachment 007-Equipment Publications Defects,
Attachment 008-Operator General Publications Requirements,
Attachment 009- Operators Technical Manual Requirements Matrix (A-II)
CDRL A014-Operators Manual

The MIL-STDs in effect as of the award date shall be used.

C.4.2.8.2.1 The Contractor shall deliver...

From: C.4.2.8.2.1 The Contractor shall deliver a Draft Equipment Publication (DEP) of each TM. The validated DEP/PTM shall include all required content per CDRLs A015-Technical Manuals Validation Report and CDRL A016-Logistics Demonstration Plan.

To: C.4.2.8.2.1 The Contractor shall deliver a Draft Equipment Publication (DEP) of each TM. The validated DEP/PTM shall include all required content per CDRL A014- Operators Manual (-10).

C.4.2.8.2.3 The Contractor shall deliver...

From: C.4.2.8.2.3 The Contractor shall deliver a Final Reproducible Copy (FRC) of the TM IAW CDRLs A015 and A016.

To: C.4.2.8.2.3 The Contractor shall deliver a Final Reproducible Copy (FRC) of the TM IAW CDRL A014.

C.4.2.8.3 Publications Quality Assurance

From: C.4.2.9.3 Publications Quality Assurance.

To: C.4.2.8.3 Publications Quality Assurance.

C.4.2.8.3.1 Quality Assurance (QA) Plan

From: C.4.2.9.3.1 Quality Assurance (QA) Plan

To: C.4.2.8.3.1 Quality Assurance (QA) Plan

C.4.2.8.3.2 Equipment Publications Defects List

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From: C.4.2.9.3.2 Equipment Publications Defects List.

To: C.4.2.8.3.2 Equipment Publications Defects List

C.4.2.8.3.3 Acceptable Quality Level (AQL)

From: C.4.2.9.3.3 Acceptable Quality Level (AQL)

To: C.4.2.8.3.3 Acceptable Quality Level (AQL)

C.4.2.8.4 Publications Start-of-Work (SOW) Meeting

From: C.4.2.9.4 Publications Start-of-Work (SOW) Meeting. Within 30 days after delivery order award, a Publications SOW meeting will be held by the Government with the Contractor. This meeting will be a sub-meeting of the overall contract SOW meeting which may include a standalone 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.

To: C.4.2.8.4 Publications Start-of-Work (SOW) Meeting. Within 60 days after delivery order award, a Publications SOW meeting will be held by the Government with the Contractor. This meeting will be a sub-meeting of the overall contract SOW meeting which may include a standalone 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.4.2.8.5 Contractor Validation

From: C.4.2.9.5 Contractor Validation

To: C.4.2.8.5 Contractor Validation

C.4.2.8.5.1 Validation Process

From: C.4.2.9.5.1 Validation Process

To: C.4.2.8.5.1 Validation Process

C.4.2.8.5.2 Validation Plan

From: C.4.2.9.5.2 Validation Plan

To: C.4.2.8.5.2 Validation Plan

C.4.2.8.5.3 Validation Report

From: C.4.2.9.5.3 Validation Report

To: C.4.2.8.5.3 Validation Report

C.4.2.8.6 Government Verification

From: C.4.2.9.6 Government Verification

To: C.4.2.8.6 Government Verification

C.4.2.8.6.1 Contractor Facilities Support to the Government Verification

From: C.4.2.9.6.1 Contractor Facilities Support to the Government Verification.

To: C.4.2.8.6.1 Contractor Facilities Support to the Government Verification.

C.4.2.8.6.2 Contractor Personnel Support to Government Verification

From: C.4.2.9.6.2 Contractor Personnel Support to Government Verification

To: C.4.2.8.6.2 Contractor Personnel Support to Government Verification

C.4.2.8.7 Operator-Crew Logistics Demonstration

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From: C.4.2.9.7 Operator-Crew Logistics Demonstration

To: C.4.2.8.7 Operator-Crew Logistics Demonstration

C.4.2.8.7.1 Operator Level Logistics Demonstration (LD) Plan

From: C.4.2.9.7.1 Operator Level Logistics Demonstration (LD) Plan

To: C.4.2.8.7.1 Operator Level Logistics Demonstration (LD) Plan

C.4.2.8.7.2 Logistics Demonstration/Technical Manual Verification

From: C.4.2.9.7.2 Logistics Demonstration/Technical Manual Verification

To: C.4.2.8.7.2 Logistics Demonstration/Technical Manual Verification

C.4.2.8.7.3 Logistics Demonstration Report

From: C.4.2.9.7.3 Logistics Demonstration Report

To: C.4.2.8.7.3 Logistics Demonstration Report

C.8 Government First Article Test

From: C.8 Contractor First Article Test

To: C.8 Government First Article Test

C.8.1 Training for Test Personnel for First Article Test (FAT) (See E.1)

From: C.8.1 Training for Test Personnel for First Article Test (FAT) (See E.4.)

The Contractor shall provide three days of Government FAT training at Aberdeen Proving Ground and an additional three days of Operational drill training at China Lake, CA. Training shall consist of proper operating procedures, equipment and instrument familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, and necessary materials and equipment required to support testing of the WWDR system.

To: C.8.1 Training for Test Personnel for First Article Test (FAT) (See E.1.)

The Contractor shall provide three days of Government FAT training at Aberdeen Proving Ground and an additional three days of Operational drill training at Camp Atterbury, IN. Training shall consist of proper operating procedures, equipment and instrument familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, and necessary materials and equipment required to support testing of the WWDR system.

C.12.3 Technical Publications

From: C.12.3 Technical Publications

To: C.12.3. RESERVED

C.12.4 Logistics Demonstration/Operator Manual Verification

From: C.12.4 Logistics Demonstration/Operator Manual Verification

To: C.12.4 RESERVED

C.14.4.1 Parts Requirement

From: C.14.4.1 Parts Requirement. The contractor shall provide spare and repair parts, tools and support equipment, petroleum, oil, and lubricants (POLs), repair and total maintenance support. Parts support includes all parts listed on the Bill of Materials (BOM) for all components of the WWDR system with their respective prices on Attachment 012- WWDR System Bill of Material. The Government will provide suitable secure storage area for parts, tools and equipment at each fielding location.

To: C.14.4.1 Parts Requirement. Reserved for future use.

C.14.4.4.1.3 FSR Rest and Relaxation (R&R) Requirement

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From: C.14.4.4.1.3 FSR Rest and Relaxation (R&R) Requirement. Deployed FSRs will be given one week of R&R leave per every six months. The Government shall provide transportation from the AoR to the Point of Debarkation and from the Point of Debarkation to the Area of Responsibility. FSRs shall NOT receive a labor rate while on R&R. The Contractor shall schedule arrangements for R&R travel. All leave must be coordinated with and approved by the PCO or COR.

To: C.14.4.4.1.3 FSR Rest and Relaxation (R&R) Requirement. Deployed FSRs will be given one week of R&R leave per every six months. The Government shall provide transportation from the AoR to the Point of Debarkation and from the Point of Debarkation to the Area of Responsibility. FSRs shall NOT receive a labor rate while on R&R. The Contractor shall schedule arrangements for R&R travel. All leave must be coordinated with and approved by the PCO or COR. The Contractor will provide for four FSRs with a floating FSR to cover R&R. This floating FSR will be furnished by the Contractor at no cost to the Government.

3. Update section D.1.1.1

From: D.1.1 The WWDR, including any attachments, special purpose kits, Basic Issue Items (BII), Components of End Items List (COEI) and Initial Support Kit (ISK) shall be processed to the level of protection specified in the Delivery Order in accordance with MIL-STD 2073-1D.

To: D.1.1 The WWDR, including any attachments, special purpose kits, Basic Issue Items (BII), Components of End Items List (COEI) and Initial Support Kit (ISK) shall be processed to the level of protection specified in the Delivery Order.

4. Add section D.1.1.1.1

5. Update all references from "Table V" in sections E.1, E.2, and E.3 to reflect "Table I"

6. Add Section H for Government Furnished Equipment (GFE) and the following clauses pertaining to GFE:
(52.245-1 ALT I) Government Property Alternate I
(252.211-7007) Reporting of Government-Furnished Property
(252.245-7001) Tagging, Labeling, and Marking of Government-Furnished Property
(252.245-7002) Reporting Loss of Government Property
(252.245-7003) Contractor Property Management System Administration
(252.245-7004) Reporting, Reutilization, and Disposal

7. Add clause 52.211-4517, Packaging Requirements (Commercial)

8. Add "see Attachment 015" to clause 52.246-4025, Higher-Level Contract Quality Requirement - TACOM Quality System Requirement to reference Laibe's in-house quality system.

9. Correct zip code in clause 52.246-4028, Inspection and Acceptance Points: Origin from 48201 to 46201.

10. Add clause 52.246-4009, Inspection and Acceptance Points: Destination

11. Remove clause 52.242-4022, Delivery Schedule

12. Remove (iv) from section (c) of clause 52.242-4457, Delivery Schedule

13. Change calendar days from 90 to 120 and Point of Contact from Kathleen Lambert to Patricia Pierce in section (b) of clause 52.209-3, First Article Approval - Contractor Testing

14. Remove hydraulic oil, engine oil, transmission fluid, grease and replace with only Calcium Hypochlorite in clause 52.223-3, Hazardous Material Identification and Material Safety Data.

15. Remove 52.211-4515, Packaging Requirements (Special Packaging Instructions)

16. Update Attachment 001 - ATPD-2389 Purchase Description (PD) (dated 21 August 2013) to include changes to section 3.4.12, 3.8.6, 3.13.2, 3.16, and Table 4: Basic Issue Items (BII).

17. Change CLIN 0103 from \$9,785.00 to \$10,553.00 for BII tool addition detailed in Table 4 of the PD. Also added an additional CLIN narrative.

18. Change CLIN 0203 from \$9,941.00 to \$10,709.00 for BII tool addition detailed in Table 4 of the PD. Also added an additional CLIN narrative.

19. Update all other attachments with correct attachment headings to ensure uniformity.

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20. Add the following attachments:

- Attachment 017 - Integrated Master Schedule
- Attachment 018 - Style Guide

21. Remove 952.225-0001, Arming Requirements.

22. Update clause 952.225-0011, Government Furnished Contractor Support (Afghanistan).

23. Update CDRL A014 to remove any reference to paper copies.

24. Combined IUID CDRLs A032-A034 into exhibit A.

25. Updated POC information on all CDRLs.

26. Pulled in sections C.16 through C.16.10 from narrative C0002 to narrative C0001 and subsequently deleted narrative C0002. C0002 was added in another modification (P00005) that was processed out of order due to necessity. This action brings the language into the same narrative as the rest of the scope of work so that they are not separated.

27. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0004 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>1ST ORDERING YEAR - BASIC ISSUE ITEM</u></p> <p>PSC: 3820 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PROGRAM YEAR: 1</p> <p>BII in accordance with the Scope of Work, Section C, paragraph C.1.4.</p> <p>In accordance with Table 1, section 3.16 of the PD, WWDR BII consists of one individual BII for the drill rig, one individual BII for the support tender truck, one individual BII for the mud trailer, and one individual BII for the air compressor trailer. These four individual BIIs constitute the BII for the entire WWDR system to be represented in this CLIN.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PRESERVATION AND PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	4	EA	\$ 10,553.00000	
0203	<p><u>2ND ORDERING YEAR - BASIC ISSUE ITEM</u></p> <p>PSC: 3820 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PROGRAM YEAR: 2</p> <p>BII in accordance with the Scope of Work, Section C, paragraph C.1.4.</p> <p>In accordance with Table 1, section 3.16 of the PD, WWDR BII consists of one individual BII for the drill rig, one individual BII for the support tender truck, one individual BII for the mud trailer, and one individual BII for the air compressor trailer. These four individual BIIs constitute the BII for the entire WWDR system to be represented in this CLIN.</p>			\$ 10,709.00000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PRESERVATION AND PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Hardware Deliveries.

C.1.1 End Items. The Contractor shall manufacture and deliver a Water Well Drilling Rig (WWDR) system. This WWDR system shall be modified to meet all the technical requirements of Purchase Description (PD) entitled "Water Well Drilling Rig (WWDR) With Support Truck and Mud Trailer and Air Compressor Trailer" PD No. ATPD-2389 (Attachment 001). The unit price of the system shall include the Contractors standard commercial warranty, to include pass-through warranties. Each WWDR System consists of a drill rig, a support tender truck, a mud trailer, and an air compressor trailer. Delivery Orders will specify the quantity, delivery dates, destinations, level of preservation and paint color.

C.1.2 Authorized Stockage List (ASL) The Contractor shall provide one ASL with each WWDR system. The contents of each ASL are listed in Attachment 002.

C.1.3 Initial Completion Kit. One 1200 foot Completion Kit shall be delivered with each WWDR. Attachment 003- CONUS Initial Completion Kit details the contents of each Completion Kit.

C.1.4 Basic Issue Items (BII). The Contractor shall identify and provide BII in accordance with ATPD-2389 for each WWDR. The Contractor shall list BII by National Stock Number (NSN) in a separate appendix to the operator's manual (see paragraph C.4.2.7.1). The Contractor shall over-pack (boxed and strapped to the vehicle) a complete set of BII with each vehicle.

C.1.5 Initial Service Package (ISP). The Contractor shall provide an ISP for each WWDR. The Contractor shall over-pack the list and the components of the ISP with each vehicle IAW the packaging instructions. The ISP shall consist of all service parts/items required to meet warranty service intervals and perform the first scheduled maintenance. The Contractor shall mark each item with the nomenclature, part number and NSN (if and when assigned). The Contractor shall over-pack (boxed and strapped to the vehicle) a complete ISP with each vehicle.

C.2 Meetings and Reviews.

C.2.1 General. The Contractor and Government will periodically have meetings and reviews during this contract's performance period. Meetings are used to review progress and provide guidance on technical, logistics, contractual or other issues that arise during contract performance. For all meetings, the Contractor will develop an agenda and coordinate it with the Government no later than 3 days prior to each meeting. Meetings will be held at either the Contractors or Governments facilities, at the Governments discretion. When meetings are at the Contractor's facility, the Contractor will ensure the following are available for the Government's use: production or other required versions of the WWDR needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other data); and computer resources, as needed. The Contractor shall submit minutes of each meeting/conference and deliver in accordance with CDRL A001-Meeting Minutes.

C.2.2 The Contractor shall participate in the following meetings:

C.2.2.1 Start-of-Work (SOW) Meeting. Within 30 days of contract award, a Start of Work meeting will be held at a Detroit Arsenal location and may last up to two days. The Contractor shall present its approach to manage and develop engineering and logistics products and services to include a detailed milestone schedule with all logistics, engineering and test events. The plan shall identify dates for all program events and data deliverables. The plan and schedules will be reviewed by the Government and managed by the Contractor for the life of the contract. The plan and schedules will be reviewed at each Program Status Review (PSR) or applicable In-Process Review (IPR), the Integrated Logistics Schedule (ILS) will be reviewed at each Supportability Integrated Product Team (SIPT) or applicable IPR for the life of the contract. The SOW meeting will focus on reviewing the following.

- a. Contract terms and conditions
- b. Data requirements
- c. Required specifications
- d. Test requirements and schedules
- e. Program Schedule to include all Engineering and Integrated Logistics Support (ILS) program events and data deliverables
- f. Logistics products and data development guidance

C.2.2.1.2 Provisioning Conferences.

C.2.2.1.2 Provisioning Conferences. Within 18 months of the delivery order, the Contractor shall host a series of provisioning conferences, not to exceed 5 business days each for each incremental review. Provisioning data presented for review shall include complete assemblies. The Contractor shall provide at least two Internet connections (Ethernet/wireless) for use by Government attendees. The Contractor shall provide advanced copies of the PPL and EDPF data to each conference attendee per CDRL A002-Provisioning Parts List and CDRL A003-Engineering Data for Provisioning.

C.2.2.2 Program Status Reviews (PSRs). Program Status Reviews (PSRs) shall be held quarterly, beginning 60 days after the Start of Work meeting until completion of all data deliverables. The meetings will encompass the Contractor's production, test, quality assurance and

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data deliverable status. The PSR will be run by the Contractor and the location will alternate between the Contractors location and the Detroit Arsenal, in Warren, MI.

C.2.2.2.1 In-Process Reviews (IPRs) The Government may request up to four IPRs a year. These reviews shall be held at the Contractors facility to review engineering and logistics issues and reach consensus for resolution.

C.3 WWDR System Configuration Changes.

C.3.1 Configuration Baseline. The Contractor shall be responsible for maintaining configuration control of the WWDR delivered under this contract. The Contractor shall establish a product configuration baseline upon successful completion of FAT. This baseline will identify and formally document the functional and physical characteristics of the WWDRs. The documentation shall be made available for Government review upon request following establishment of the baseline.

C.3.2 Engineering Changes.

C.3.2.1 Contractor Initiated.

The contractor shall notify and receive approval from the Government prior to implementing any configuration change that impacts form, fit, or function. The Contractor shall submit requests for approval of changes to the configuration baseline to the Contracting Officer at least 60 business days before the proposed application date. The request for change shall include the information on CDRL A004- Engineering Change Proposal (ECP).

C.3.2.2 Government Initiated. If the Government would like to change the vehicle configuration, the Procuring Contracting Officer (PCO) will notify you by a request for a technical and price proposal. You shall furnish the proposal, at no cost, within 60 days of receipt of request. Your proposal shall include statements of impact for Integrated Logistics Support, Transportability and MANPRINT.

C.3.3 Government Review: The Government may require the Contractor to perform additional tests to verify acceptability of any proposed change. The Government will determine the extent of testing up to and including a complete FAT for that change. The Contractor will perform the tests at no additional cost to the Government. Further, any production or delivery 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.

C.3.4 Responsibility for Failure due to Changes. The Government's approval of the Contractor's change does not relieve the Contractor from its responsibility to furnish all items in conformance with the PD and contract performance requirements.

C.3.5 Definitions. The definitions of Form, Fit or Function are:

a. Form: A given item fits and functions in the same way as the item it replaces (interchangeable, substitutable) and may include components that are of different materials than the replaced components, but do not affect fit or function (interchangeable, Substitutable). Replacement, repair, service or maintenance of the item is exactly the same as the item it replaces (nonsubstitutable).

b. Fit: A given item goes onto, into or attached, to the equipment exactly as the item it replaces. There is no difference in mounting, interface or operation between replaced and replacing parts; there is an exact fit match.

c. Function: A given item operates exactly as the item it replaces, with no functional difference between the old, replaced item and the new, replacing item. As appropriate, the replacing item shall be inspected, replaced, repaired and otherwise maintained in exactly the same method as the item it replaces.

C.4 Logistics.

C.4.1 Integrated Logistics Support (ILS).

C.4.1.1 ILS Management. The Contractor shall appoint an ILS Manager who will be responsible for managing the entire logistics scope of this contract. The Contractor shall plan, manage, and develop an integrated logistics support program through testing and fielding to ensure supportability of the WWDR.

C.4.1.2 ILS Development. The Contractor shall conduct Supportability Analyses to develop logistics products described in this contract. The Contractor shall use MIL-PRF-49506, Performance Specification, Logistics Management Information (LMI), in identifying content, format, delivery and related guidance for logistics data except as otherwise identified in this contract. The Contractor shall submit documentation on or before the required due date as detailed in the applicable Scope of Work (SOW) paragraphs and Contract Data Requirements Lists (CDRLs) in accordance with the Integrated Master Schedule (IMS) on Attachment 017. The Contractor shall validate all documentation prior to submittal to the Government. Government receipt of data deliverables does not constitute acceptance. The Government will notify the Contractor of acceptance in writing.

C.4.2. Logistics Products.

C.4.2.1 Top Level drawings. The Contractor shall deliver one Top Level A drawing of the entire WWDR System and four B Level Drawings for the Well Drill Rig, Support Tender Truck, Mud Trailer, and Air Compressor Trailer in accordance with CDRL A005-Top Level Drawings. In total there shall be 1 system with 4 end items, with 4 Provisioning Contract Control Numbers (PCCNs), one for each National Stock Number (NSN). Each top level A and B level drawing will reflect the manufacturers part number that represents each of the four components and

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an assigned CAGE code; this drawing shall contain a representative picture or line art depicting the vehicle(s).

C.4.2.2 Training.

C.4.2.2.1 Training Material Development. The Contractor shall develop an operator training course for the system that covers the entire operation and Preventative Maintenance Checks and Services (PMCS). This course shall be developed using the current skills, knowledge and abilities (SKA), of the target audience 10 person crew for the WWDR system. The training shall be structured to provide no more than 30% classroom and at least 70% hands-on equipment. The classes will be structured to have a maximum of 12 students.

C.4.2.2.1.1 Training Course Control Outline (Operator). The Contractor shall develop a Training Course Control Outline for the WWDR system in accordance with CDRL A006-Training Course Control Outline.

C.4.2.2.1.2 Training Guides. The Contractor shall deliver an Instructor Guide and a Student Training Guide for the WWDR system in accordance with CDRL A007-Instructor and Student Guides. The operator course of instruction for the system shall be for a minimum of 40 hours duration.

C.4.2.2.1.3 Course Material Format, Media & Deliveries. The Contractor shall deliver all course control documents and training materials in an editable commercial electronic format: (Microsoft Word for documents and PowerPoint for presentations). Materials submitted must not conflict with the content of the vehicle technical manuals. The Contractor may submit materials developed and used for conducting Operator Training for commercial customers with Supplemental Data added to meet the Army Requirements. Training Materials may consist of Contractor handbooks, in-house training material, pamphlets, training literature, utility manuals, software manuals, maintenance manuals, logic diagrams, schematics, flow block diagrams, equipment description and functional data, testing procedures, visual aids, and other documents suitable for use in development of training programs. Visual aids may consist of videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, and cutaways of components. The contractor shall deliver in accordance with CDRL A007-Instructor and Student Guides.

C.4.2.2.1.4 Course Material Format Deliveries. The Contractor shall input the final approved operator New Equipment Training (NET) Instructor Guide and Student Guide into the a Word document.

C.4.2.2.1.5 Leadership System Familiarization.

The Contractor shall complete and deliver a Leadership Familiarization Training outline to the Government in order to ensure higher level leadership understanding of capabilities and limitations of the WWDR system. The gaining units leadership will be instructed to employ, plan and address considerations pertaining to the WWDR system. Data requirements shall be complete in accordance with CDRL A008-Leadership Familiarization Training Materials.

C.4.2.3 Conduct of Training.

C.4.2.3.2.1 Instructor Certification: Instructors will be certified in accordance with International Board of Standards Training Development and Instruction (IBSTDI) or TRADOC Regulation 350-70.

C.4.2.3.2.2 Instructor and Key Personnel Training (I&KPT) Class. The Contractor shall conduct a training class for the operator course using training materials developed under this contract. This training shall take place at the Contractors facility The purpose of the class is to verify training materials developed for NET. The Contractor shall provide vehicles, equipment, facilities, tools, support equipment and replacement parts to conduct training. MOSCOE will develop the doctrine tactics and techniques.

C.4.2.3.2.3 New Equipment Training (NET) Classes. The Contractor shall conduct NET classes at Camp Atterbury to facilitate unit handoff. Training dates will be determined by the Government and provided to the Contractor no less than 30 days prior to the beginning of each class. The Contractor shall conduct training with the approved training materials developed under this contract. The Contractor shall issue a certificate of completion to each student that obtains a test score of at least 80% in order to meet contract requirements. The duration of a training class will be a minimum of 40 hours, 8 hours per day. Each delivery order will specify the training dates, and number of classes. The Contractor shall provide a copy of the approved training materials to each student. Class size shall not exceed 12 students.

C.4.2.3.2.4 Student Training Administration. The Contractor shall complete and deliver a Training Course Completion Report upon completion of each class in accordance with CDRL A009-Training Course Completion Report.

C.4.2.4 Hardware Top-Down Breakdown. The Contractor shall develop and document a hardware top-down breakdown tree in tabular format to the lowest repairable assembly using Logistics Management Information (LMI) group codes with MIL PRF 49506 as a guide. The strategy for assigning group codes will be discussed at the Start-of-Work meeting. The top indenture shall be one Top Level A size drawing of the entire WWDR System and four B Level Drawings of the four major subcomponents of the system: a drill rig, a support tender truck, a mud trailer, and an air compressor trailer. The tree shall be documented to the lowest repairable component. The Contractor shall deliver data in accordance with CDRL A010- Hardware Top-Down Breakdown.

C.4.2.5 Preliminary Maintenance Allocation Chart (MAC). The Contractor shall prepare a 2 level MAC formatted in accordance with the most current version of MIL STD 40051-2, Appendix G. This MAC shall be documented in top down breakdown sequence using Group Code

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assignments. The MAC shall only include Table 1 per the MIL STD; Tables 2 & 3 need not be incorporated. The MAC shall be limited to the following maintenance functions: Inspect Service, Test, Repair, Replace and Rebuild. The Contractor shall deliver the Maintenance Allocation Chart (MAC) in accordance with CDRL A011. This preliminary MAC will be the foundation for the MAC as described in Section C.12.1.2.

C.4.2.6 Provisioning

C.4.2.6.1 Provisioning Parts List (PPL) Development

C.4.2.6.1.1 Input media requirements for provisioning data: TACOM uses the Army Materiel Command (AMC) developed Logistics Management Program (LMP) applications program. Data submissions of Logistics Management Information (LMI)/Provisioning Parts List (PPL) data shall be compatible with the Government LMP.

C.4.2.6.1.2 Provisioning Contract Control Number (PCCN) and Provisioning Control Code (PCC) will be furnished by the Government at the Start-of-Work Meeting for Contractor input.

C.4.2.6.1.3 Provisioning Program: The Contractor shall develop provisioning data for the Water Well Drilling Rig System in accordance with CDRL A002-Provisioning Parts List, MIL-PRF-49506, MIL-HDBK-502 guidelines and Attachment 004-LMI Provisioning Requirements Worksheet.

C.4.2.6.1.4 Provisioning Parts List (PPL). The contractor shall develop and deliver LMI provisioning data (PPL) for all parts, special tools, kits, BII, and COEI, identified on the WWDR. Each incremental submission shall have at least 500 lines, but no more than 1500 lines, unless approved in advance by the government. Each incremental submission shall include at least one major assembly. Prime part numbers and Commercial and Government Entity (CAGE) Codes will reflect the original equipment manufacturer's information unless that part is modified, changing form, fit, and function. PPL shall be prepared and submitted in accordance with Attachment 004-Provisioning Requirements Worksheet. The Contractor shall provide advanced copies of the Provisioning Parts List (PPL) (CDRL A002) and Engineering Data for Provisioning (EDFP) data (CDRL A003) to each conference attendee.

C.4.2.6.2. Engineering Data for Provisioning (EDFP). Provisioning illustrations shall consist of illustrations such as company drawings or commercial parts book pages that clearly identify each new item, its part number and CAGE code, physical characteristics and function of the item. The Contractor shall furnish an illustration that is legible and representative for each "P" source-coded part number being provisioned. Illustrations shall be annotated with the affected Provisioning Line Item Sequence Number (PLISN) and Provisioning Contract Control Number (PCCN) for the system. Illustrations are not required for items accompanied by a copy of provisioning screening which indicates this item has previously been assigned a valid national stock number. EDFP shall be submitted in accordance with CDRL A003-EDFP.

C.4.2.6.3 Provisioning and Pre-Procurement Screening (PPS)

C.4.2.6.3.1 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 NSNs, and aid in maximum use of known assets. The Contractor shall make available to Government representatives PPS data at each provisioning conference.

C.4.2.6.3.2 Federal Logistics Information System (FLIS). For additional information on requesting software and passwords, refer to the Provisioning Screening User Guide at "<http://www.dlis.dla.mil>".

C.4.2.6.3.3 WEBFLIS. For additional information on WEBFLIS, go to "<http://www.dlis.dla.mil/webflis>". There are two versions of WEBFLIS: Public Query and Restricted/Signon. 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. Use the Web Site references and points of contact for additional assistance.

C.4.2.6.3.4 Batch submittals to DLIS. For additional information on how to submit batch requests to DLIS, refer to the Provisioning Screening User Guide at "<http://www.dlis.dla.mil>".

C.4.2.7 Packaging

C.4.2.7.1 Packaging Data. 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 that meet any one of the following criteria: Source of Supply (SOS) Code equal to "AKZ"; Recoverability code not equal to "Z"; Essentiality Code equal to "A", "C", "D", "H" or "S"; Consumable Repairable Indicator Code equal to "R"; or CAGE Code equal to "19207". 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. 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. The Contractor shall develop new or corrected LMI Packaging Data for any revision as a result of a configuration change. The Contractor shall provide facilities, equipment, materials, and access to the provisioned items for

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packaging development. The Contractor shall complete verification and provide support data with each data submittal. Validation support data shall include item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items.

C.4.2.7.1.1 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 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.4.2.7.1.2 Special group: Special group items include sketches, figures, or narrative instructions to describe packaging requirements. Items excluded from the Selective group will be classified as Special group items. Special group items include 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.4.2.7.2 Packaging/Logistics Data Entry. The Contractor shall develop, maintain and update packaging data IAW Attachment 005 -LMI Data Worksheet: Packaging Data Requirements, Attachment 006 -LMI Data Worksheet: Packaging Data Transaction Format, and CDRL A012-Packaging Data. LMI packaging data is required IAW MIL-PRF-49506 and will provide for the entry of information in the data base known as the TACOM Packaging Data File. The TACOM approved Packaging Data Entry shall be in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required.

C.4.2.7.2.1 At Contractor's request, the Government will provide a Microsoft ACCESS application that provides data formatting and edit features for coding of packaging data products in accordance with MIL-STD-2073-1D.

C.4.2.7.3 Special Packaging Instructions (SPI): The contractor shall prepare SPIs for up to 16 items of TACOM managed (AKZ) repairable item, each hazardous material item, each fragile, sensitive, critical item, and any item that cannot be adequately packaged or defined as a select item, following MIL-STD-2073-1D. Development of SPI for engines, transmissions, differentials, transfers, final drives, drive axles, and similar assemblies shall be packaged in accordance with MIL-STD-2073-1D Appendix C, Level A packing. The SPI for the engine shall include preservation procedures and validation with coordination from TACOM-LCMC packaging office in Warren, MI. ATPD 2232 can be used as a guide and is found at <https://wwtdps.tacom.army.mil/phst/SPI/05/67/34.pdf> and packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for reproduction. The format and content of SPI shall be in accordance with a CDRL to be determined and priced at a later date.

C.4.2.7.3.1 Validation Testing of Preservation Processing and Packaging. Validation testing of SPI candidate shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact), but exclude the following tests: Low Pressure Hazard and Environmental Hazard. Each SPI submitted shall have a validation test report, including photographs illustrating the before and after testing results including the item and packaging application. Acceptable photographic evidence shall show the product is undamaged from all views. Items with previously approved documented test results may be exempt from validation testing. Test results, as well as, engine preservation validation shall be submitted concurrently with SPI submittal and in accordance with a CDRL to be determined at a later date.

C.4.2.8 Technical Publications. The CE Deployment Style Guide shall be Government Furnished Information (GFI) and is in Attachment 018. The Contractor shall develop Department of the Army Technical Manuals (DATMs) and Electronic Technical Manuals (ETMs) for the Water Well Drilling Rig system (WWDR) in accordance with:

Attachment 007 - Equipment Publications Defects
Attachment 008 - Operator General Publications Requirements
Attachment 009 - Operators Technical Manual Requirements Matrix (A-II)

CDRL A014-Operators Manual

The MIL-STDs in effect as of the award date shall be used.

C.4.2.8.1 The Contractor shall develop the following manuals:
TM 5-3820-XXX-10 Operators Manual

C.4.2.8.1.1 The Contractor shall prepare and deliver the Operators Manual IAW MIL-STD-40051-2A, CDRL A014-Operators Manual.

C.4.2.8.2 Publications Deliveries.

C.4.2.8.2.1 The Contractor shall deliver a Draft Equipment Publication (DEP) of each TM. The validated DEP/PTM shall include all required content per CDRL A014- Operators Manual (-10).

C.4.2.8.2.2 The Contractor shall deliver a Final Draft Equipment Publication (FDEP) of each TM IAW CDRLs A014 and A015. The FDEP(s)

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shall have Government approved Validation, DEP/PTM review, and Logistics Demonstration and Verification corrections, changes, and additions incorporated.

C.4.2.8.2.3 The Contractor shall deliver a Final Reproducible Copy (FRC) of the TM IAW CDRL A014.

C.4.2.8.2.4 The Contractor shall deliver 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 all publications data and products produced under this contract.

C.4.2.8.3 Publications Quality Assurance.

C.4.2.8.3.1 Quality Assurance (QA) Plan. The Contractor shall develop and use a QA Plan that provides for the following:

- (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.

C.4.2.8.3.2 Equipment Publications Defects List. Publications deliverables developed under this contract shall not contain any defects listed on the Equipment Publications Defects List in accordance with Attachment 007-Equipment Publications Defects List.

C.4.2.8.3.3 Acceptable Quality Level (AQL). The Contractor shall ensure it has performed sufficient Quality Assurance to eliminate defects from the TM as defined in Attachment 007 Equipment Publications Defects from the TM. The DEP/PTM must meet AQLs before the Government will accept the DEP/PTM and move forward to plan Government Verification. The Government will review 100 percent of the DEP/PTM. If any DEP/PTM submission fails to meet either AQL criterion Percentage of Critical Errors or Percentage of Major Errors the DEP/PTM will immediately be rejected through official notice from the Procuring Contracting Officer (PCO). Critical and Major errors are defined in the Equipment Publications Defects List. Calculation of percentage is based on defects per page. During the verification, NO GOS will be corrected and returned to the verification team within 48 hours. (A NO GO is defined as a work package that contained critical or major defects that prevented the procedure from being performed as written.)

TM	Size Sample Review Size	Percent of Critical Errors	Percent of Major Errors	Rejected
Less Than 50 Work Package (WPs)		All WPs 10 Percent	25 Percent	Yes
50 or more WPs		25 Percent of Total WPs 10 Percent	25 Percent	Yes

C.4.2.8.4 Publications Start-of-Work (SOW) Meeting. Within 60 days after delivery order award, a Publications SOW meeting will be held by the Government with the Contractor. This meeting will be a sub-meeting of the overall contract SOW meeting which may include a standalone 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.4.2.8.5 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.4.2.8.5.1 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. The Contractor shall ensure the TM data accurately reflects and supports the WWDR system 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.4.2.8.5.2 Validation Plan. The Contractor is required to have and to use a Technical Manual Validation Plan to validate TM content. It shall be delivered in accordance with CDRL A018-Logistics Demonstration Report.

C.4.2.8.5.3 Validation Report. A Technical Manual Validation Report shall be delivered after Validation completion IAW CDRL A015. The Contractors complete Validation Records shall be made available to the Government upon request. These records will detail how and when tasks were performed; submission of mark-ups and control packages is permissible.

C.4.2.8.6 Government Verification. The Government is responsible for Verification of the manuals 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 adequate for Verification. If it is found to be inadequate to conduct Verification, the Contractor will need to resubmit an updated/corrected version to Government for review. Verification may consist of hands-on performance of up to 100 percent of

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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.4.2.8.6.1 Contractor Facilities Support to the Government Verification. The Contractor shall provide support to the Government Verification process. This support shall consist of providing facilities, tables, chairs, Contractor personnel to provide equipment preparation and maintenance, mandatory replacement parts supply, consumables (such as rags, lubricants, sealants), and special tools.

C.4.2.8.6.2 Contractor Personnel Support to Government Verification. 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.4.2.8.7 Operator-Crew Logistics Demonstration.

C.4.2.8.7.1 Operator Level Logistics Demonstration (LD) Plan. The Contractor shall develop an Operator Level LD plan IAW CDRL A016-Logistics Demonstration Plan and use DA PAM 700-56 as a reference. The contractor shall develop a list of crew-level nondestructive faults that can be inserted into the vehicles as an attachment to the plan. The Report shall be in contractors format and include the Scope, system description, LD strategy, participants and roles, procedures, detailed plans, and reports.

C.4.2.8.7.2 Logistics Demonstration/Technical Manual Verification. The contractor and the Government shall conduct a joint Logistics Demonstration (LD) concurrently with the Technical Manual Verification to verify supportability by the 10 person Government crew using the test system. The Contractor shall provide a System Support Package Component List (SSPCL) in accordance with CDRL A017. The Government will decide tasks and sequences based on recommendations from the contractor. The LD and Verification will be conducted after submission of the first Draft Technical Manuals (Para C.4.2.7.2.1). The contractor shall provide skilled operators and mechanics to actually perform the operations, services, and maintenance tasks during the LD in conjunction with the TM Verification. The Government, at its discretion, may utilize target audience personnel to augment or perform all or many of the tasks. The contractor shall provide the facilities to support the LD and Verification. These facilities shall include a shop area equipped with lifting operations and all the tools and diagnostic equipment required to perform all operations and maintenance tasks. The contractor shall supply all components of the SSPCL to support the Logistics Demonstration. The contractor shall correct any and all deficiencies found as a result of the LD/Verification.

C.4.2.8.7.3 Logistics Demonstration Report. The Contractor shall develop a LD Report IAW CDRL A018 -Logistics Demonstration Report. The LD Report shall be in the same format as the LD Plan and include the LD strategy, details on the conduct of the LD, data collection, analysis results, all quantitative and qualitative findings, and a description of all necessary follow-on actions. The LD Report findings may include development and operational test data.

C.4.2.8.8 Commercial Off-the-Shelf (COTS) Technical Manual. The Contractor shall deliver COTS manuals for all systems of the WWDR in accordance with CDRL A019 Commercial-Off-the-Shelf (COTS) Manual.

C.5 Transportability

C.5.1 Transportability Report. The Contractor shall submit a Transportability Report in accordance with CDRL A020.

C.6 Safety

C.6.1 Safety Engineering Principles. The Contractor shall apply the standard safety practices as described in MIL-STD-882D. The Contractor shall manage the engineering design process to ensure the safety-related requirements in the PD are met. The Contractor shall also provide the following effort.

a. Identify hazards associated with the system by conducting safety analysis and hazard evaluations. Analyses shall include operational, maintenance, and transport aspects of the WWDR system, along with potential interface problems with planned subsystems.

b. Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, take steps to control or minimize those hazards.

c. Locate equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards. Examples of hazards include: high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. Moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions.

d. Assure that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repairs and that distinct markings are placed on hazardous components of equipment.

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C.6.2 Safety Assessment Report (SAR). As a result of system safety analyses, hazard evaluations, and any of the independent testing, the Contractor shall perform and document a safety assessment report (SAR) in accordance with CDRL A021 - Safety Assessment Report. 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, the SAR shall be updated to reflect those modifications or changes.

C.6.2.1 Examples of hazards to be included in the report are:

- a. Sharp edges/moving parts.
- 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.6.2.2 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 Health Hazard Assessment 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 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 should be used.

C.7 Hazardous Materials Management

C.7.1 Hazardous Materials Management Program (HMMP) Report. The Contractor shall prepare a HMMP Report that identifies all hazardous materials required for system production, and sustainment, including the parts/process that requires them. This report should be prepared in accordance with National Aerospace Standard 411, section 4.4.1 per DI-MISC-81397, CDRL A022- Hazardous Materials Management Program (HMMP) Report.

C.7.1.1 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-Toxic and Hazardous Substances

(see link http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=10099)

No hazardous materials shall be used on the WWDR system without prior approval from the Government. Class I and Class II Ozone Depleting Substances shall not be used. This applies to the Contractor and their vendors/suppliers.

C.8 Government First Article Test

C.8.1 Training for Test Personnel for First Article Test (FAT) (See E.1.)

The Contractor shall provide three days of Government FAT training at Aberdeen Proving Ground and an additional three days of Operational drill training at Camp Atterbury, IN. Training shall consist of proper operating procedures, equipment and instrument familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, and necessary materials and equipment required to support testing of the WWDR system.

C.8.2 Contractor Support Of Government Testing

a. The Contractor shall provide, a System Support Package (SSP) for the Government test. The SSP shall consist of the following:

1. Commercial operator manual.
2. Spare and repair parts, and service items needed to perform periodic services for the duration of the test, and supplies for maintenance and operation.
3. Qualified technical personnel to provide advice, trouble shooting, maintenance assistance, and repair of the system when requested by the Government. The Contractor must be at the test site within 24 hours of notification by the Government and without any additional cost to the Government.

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4. The Contractor shall provide parts and deficiency corrections within 24 hours of notification. If this information is not provided within the 24 window, the Contracting Officer may stop testing until the Contractor completes the necessary corrective action(s).

C.9 First Article Test (FAT) System Refurbishment. The Contractor shall transport the test system from the test site to their facility at no cost to the government. If the test systems do not meet 10/20 standards, the Contractor shall thoroughly inspect the systems and submit a proposal for refurbishment. The proposal will be submitted within 30 days after FAT approval. The Government will negotiate the refurbishment effort after proposal submittal. The negotiated refurbishment effort will not include any configuration changes required as a result of testing. These changes are the Contractor's responsibility pursuant to the Contractor First Article and Government First Article Testing provisions in paragraphs E.3 and E.5.

C.10 Corrective Action Responses (CARs) For Test Incident Reports (TIRs) Generated From Government Testing. During the course of our testing, the Government will generate TIRs and enter them into the VISION data base at is "https://vdl.s.atc.army.mil/. The Contractor must have an AKO address to obtain a VISION account and will have full access to their project. The Contractor shall pull TIRs and upload responses in order to meet stated suspense. The Contractor will be given read and write access to the VISION data base and shall refer to the website help and POCs if additional assistance is needed. If the Contractor cannot gain access to the VISION database, the Government will send TIRs electronically. The Contractor shall respond electronically within three days of receipt, either by entering their corrective action in VISION, or by email to the responsible point of contact. The Contractors response shall include analysis of the incident and corrective action taken or proposed to prevent any recurrence of the incident. TIRs are classified by the test agency as critical, major, minor, and information. The Contractor shall respond to all critical, major, and minor incidents. The Contractor shall respond to informational incidents only upon Government request. The Government will provide all necessary electronic addresses. The Contractor shall deliver CARs IAW CDRL A023-Corrective Action Report.

C.11 Unit Handoff. The Contractor shall hand-off equipment to each gaining unit and activate the warranty. The Contractor shall deliver all the WWDRS ready to operate prior to New Equipment Training. The hand-off effort consists of the following:

a. Re-assembly of the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly will be the Contractors responsibility.

b. Inventory of any material shipped with the vehicle, e.g., parts supply containers, technical publications, special tools, initial service packages.

c. Provide up to one day for the familiarization for up to ten receiving unit personnel on first delivery so that the vehicle can be safely moved to prepare for full training. This familiarization includes operator start-up, operating and shut down procedures, safe operations, and PMCS.

d. Warranty activation includes stamping the effective delivery date on the vehicle warranty data plate, discussing the terms and details of warranty administration with the receiving unit, and identifying warranty information to be included in the TMs.

e. The Contractor shall develop a complete Inventory List using a DA Form 3161 and 3161-1, Request for Issue or Turn-in according to DA PAM 710-2-1 and CDRL A024-Inventory List. The Inventory List shall include a complete inventory of all materials shipped with the vehicle, including the end item, publications, Basic Issue Items (BII), Components of the End Item (COEI), Initial Service Kit (ISK), Authorized Stockage List (ASL), and special tools. The Inventory List will be used at each fielding to conduct hand-off. It will be updated to reflect any changes in items, part numbers, or NSNs as needed through delivery of final vehicle on contract.

C.12 Additional Logistics Requirement.

C.12.1 Maintenance Planning.

C.12.1.1 LMI Maintenance Analysis. The Contractor shall conduct Maintenance Planning to determine and document the maintainability characteristics of the WWDR. The Maintenance Analysis shall be documented in the Contractors format as an LMI summary entitled Maintenance Analysis. This LMI summary will identify the maintenance functions, level of maintenance, manpower, and support equipment required for each repairable item. The Maintenance Analysis will serve as source data for development of the Maintenance Allocation Chart (MAC). The analysis will be documented in end item hardware breakdown sequence, using LSA Control Numbers (LCNs) as Functional Group Codes. A preliminary report formatted and containing all the elements of a Maintenance Allocation Chart (MAC) shall be prepared as part of the initial Maintenance Analysis review. The Contractor shall select and annotate each maintenance task where the contractor recommends it to be added to the TRADOC Program of Instruction (POI) and/or Operator Preventative Maintenance for each specific Military Operational Specialty (MOS). Instructions for conduct of the analysis are contained in Attachment 010-LMI Maintenance Analysis Worksheet and shall be delivered IAW CDRL A025-Maintenance Analysis. The Contractor shall facilitate a joint Government-Contractor conference at the Contractors facility to review the initial maintenance analysis.

C.12.1.2 Maintenance Allocation Chart (MAC). The Contractor shall prepare a 2 level MAC as part of the draft Maintenance Analysis Review, formatted in accordance with MIL STD 40051-2A, Appendix G and CDRL A011- Maintenance Allocation Chart (MAC). The MAC shall be documented in top down breakdown sequence using Group Code assignments. The MAC shall include Tables 2 and 3 per the MIL STD.

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C.12.2 Support Equipment and Test Equipment (SE&TE). The contractor shall deliver a list of Support Equipment and Test Equipment required to maintain or troubleshoot the WWDR. The source data for this list will be the Maintenance Analysis, performed per paragraph C.12.1.1. The list shall identify Test, Measurement, and Diagnostic Equipment (TMDE) not contained in the authorized Component Listings (CL) from the U.S. Army Supply Catalog (SC). The list shall provide Nomenclature, Cage Code (CAGEC), National Stock Number (NSN), if assigned, Part Number (PN), level of maintenance, and price of each item on the list. All government comments and contractor responses shall be captured on the SE&TE spread sheet for each item on the list. Maximum use of support equipment, and TMDE normally organic to the user is required. The Contractor shall deliver an SE&TE List in accordance with CDRL A026.

C.12.2.1 TMDE. Any items requiring periodic calibration are considered TMDE items. The contractor shall provide calibration intervals and procedures for these items IAW CDRL A026-SE&TE.

C.13 Retrofit of Operational Need Statement (ONS) Systems. The Contractor shall retrofit the ONS systems awarded under Contract W91CRV-10-D-0022 to a 10/20 configuration. The Government will ship these systems to the Contractors facility and to their subsequent destinations. This effort will be completed within nine months of the date of the delivery order award.

C.14 FIELD SERVICE REPRESENTATIVES (FSRs)

C.14.1 General. The Contractor shall provide Field Service Representatives (FSR) who will provide on-site technical support (both CONUS and OCONUS), during contingency and non-contingency operations. The FSRs shall be experienced personnel and qualified to advise, make recommendations, and to orient, and instruct key Government personnel with respect to operation, repair and total maintenance support of the WWDR System and its components. The effort consists of investigation and diagnosis of problems or issues in the field related to vehicle performance, maintenance, and training. The Contracting Officer will provide instructions, times, and locations for the services to be performed by way of Delivery Orders. The Government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (Attachment 014). This plan is primarily focused on what the government must do to ensure that

the Contractor performs in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the maximum acceptable defect rate(s).

C.14.2 FSR Reporting. Each FSR shall prepare and submit via e-mail a Field Service Representative Report in accordance with CDRL A027-FSR Performance Report.

C.14.3 FSR Personal Data. The Contractor shall make available personal data related to the FSRs IAW requirements specified at the CONUS Replacement Center (CRC) website:

"<http://www.campatterbury.in.ng.mil/NationalDeploymentCenter/tabid/1101/Default.aspx>."

The Contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person named. The Contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order.

C.14.4 FSR Mission

C.14.4.1 Parts Requirement. Reserved for future use.

C.14.4.2 FSR Over-watch Requirements. The contractor shall provide support in CONUS, OCONUS non-contingency, and OCONUS contingency locations. It is anticipated that six systems will be fielded at the following CONUS locations:

- a) Jackson, TN
- b) Norwich, CT
- c) Phoenix, AZ
- d) Live Oak, FL
- e) Mooresville, NC (1132-WTZFAA)
- f) Mooresville, NC (1133-WTZGAA)

C.14.4.2.1 For this contract, CONUS is defined as any location in the continental United States to include HI and AK. OCONUS is defined as any location outside the continental United States. Contingency is defined as operations in locations in support of deployments in hostile areas. Non-contingency is defined as operations in fielding or deployments in support of normal operations in CONUS or OCONUS (e.g., Germany).

C.14.4.3 FSR CLS CONUS.

C.14.4.3.1 Man-Days of Service A CONUS Man-Day is 8 hours and the representative is to work no more than 40 hours per week. All Contractor employees are authorized to work a flexible 8 hour workday; the Procurement Contracting Officer (PCO) may approve overtime at a negotiated rate. A Man-Day of service includes any period during which the representative is delayed or prevented from performing any task only if the delay or non-performance is solely the Government's fault. Man-Day(s) includes travel time for travel between worksites and Contractor's facility. The Government will pay for federal holidays in addition to the actual days worked at the Man-day rate

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established. The Government is not responsible for vacation and other holidays and sick leave pay. The Government is not responsible for any emergency leave that the Contractor may grant to the FSR while performing work under this contract. The Government is responsible for actual days worked by any qualified Contractor representative. It is immaterial whether the same representative completes the assignment. The travel costs will be funded at the time of delivery on a cost, no fee basis, not to exceed Government Joint Travel Regulations. The negotiated price for travel costs will include only one complete round-trip transportation and travel cost between sites of work per assignment. Travel will be funded on a separate CLIN, and is not included in the composite labor skill set or rate. Contractor travel will be all inclusive, with proposal to reflect air travel, ground travel, lodging, per diem, etc., as individual line items. Individual delivery orders will provide travel details for discreet projects.

C.14.4.3.2 Deployments. For emergency CONUS deployments, the contractor shall arrive at the designated location within 48 hours of delivery order issuance. For a non-emergency deployment, the contractor shall arrive within thirty days of delivery order issuance.

C.14.4.3.3 Contractor Logistics Support (CLS) Duties. Travel costs, if necessary, will be processed on a cost, no fee basis IAW Joint Travel Regulations (JTR) at "<http://www.defensetravel.dod.mil/site/travelreg.cfm>". The Government will schedule routine maintenance at least two weeks in advance of when it is required. For all other issues, a representative of the Army unit being supported will notify the contractor of a hardware condition that requires the contractors parts and/or maintenance support. The contractor shall notify the COR prior to planning a trip to the Government site to resolve an issue. Upon arrival at the Army units location, the contractor shall inspect the WWDR and prepare a Condition Assessment Report (CAR) in accordance with CDRL A028. The COR and the unit representative will approve the CAR prior to the contractor performing any repairs. The contractor shall keep a log of the time a request for support is received, the nature of the request and the time the support condition is resolved. The contractor shall document all servicing and maintenance actions performed and will include this in the Maintenance Report, CDRL A029. The Field Service Representative (FSR) shall keep a log of each part requested by time of request and time of receipt, and will include this in the Maintenance Report, CDRL A029. If planned repair for a vehicle exceeds 75% of the purchase price of a new vehicle, the contractor shall notify the PCO to receive approval to perform the repair. The Government may elect to acquire a new vehicle system in lieu of repairing the existing system. The process from fault identification to corrective action should not exceed 12 consecutive days. Identification of 3 program maintenance activities is as follows.

C.14.4.3.4 WWDR System Maintenance

C.14.4.3.4.1 Monthly Maintenance The contractor shall provide a firm fixed price for lodging, parts shipping and maintenance for anticipated monthly visits not to exceed 12 per year to service each WWDR System for a total of 72 combined visits annually. This maintenance will be conducted at the units home installation in unit provided facilities. This scheduled maintenance will be conducted in no more than 5 calendar days starting with 1 day travel to the unit home installation, no more than 3 days of maintenance activity and 1 day for return travel. The travel costs, if necessary, will be negotiated at the time the delivery is issued, on a firm fixed price basis, and not to exceed the Joint Travel Regulation.

C.14.4.3.4.2 Scheduled and Unscheduled Maintenance. The contractor shall provide a firm fixed price for lodging, parts shipping and maintenance for repair of Scheduled and Unscheduled Fault Maintenance not to exceed 2 per year per WWDR System within the CONUS 1 United States to include HI and AK. There are 6 identified National Guard Units and each system will be authorized for this maintenance; the total shall not exceed 12 annually. The contractor shall respond telephonically within 24 hours of being notified of a problem in the field. If unable to correct the fault via telephonic troubleshooting the contractor shall be at the designated site within 48 hours of PCO approval. This maintenance will be conducted at a Government designated location in unit provided facilities. All available parts shall be shipped within 48 hours of contractor arrival and PCO approval of planned repairs. The contractor shall make the repair within 48 hours of receiving the required spare & repair parts. The process from fault identification to corrective action will not exceed 12 consecutive days. If planned maintenance is projected to exceed the 12 day threshold, the WWDR System will be shipped back to the NG unit home installation and undergo maintenance at a time it can be conducted in the allotted time frame. This maintenance will be conducted in no more than 12 calendar days starting with 36 hours travel to the location of the system, no more than 8 days of maintenance activity and 36 hours for return travel. The travel costs, if necessary, will be negotiated at the time the delivery is issued, on a firm-fixed-price basis, and not to exceed the Joint Travel Regulation.

C.14.4.3.4.3 Field Service Representative Support and Spare & Repair Parts will be ordered through the Army Supply System. In the event, the part is not in the system, it will be called up by way of a contract Delivery Order.

C.14.4.4 FSR CLS OCONUS both Contingency and Non-Contingency

C.14.4.4.1 CLS OCONUS. The contractor shall provide CLS IAW Para C.1. The labor will be provided on a Firm Fixed Price basis. An OCONUS non-contingency Man-Day is 10 hours a day, seven days a week and will be conducted. The material will be provided on a firm fixed price basis. Travel costs, if necessary, will be processed on a firm fixed price basis IAW Joint Travel Regulations (JTR) "<http://www.defensetravel.dod.mil/site/travelreg.cfm>". For this contract, contingency is defined as operations in locations in support of deployments in Iraq, Afghanistan, Kuwait, and other Government designated locations outside the geographical United States. FSR CLS support for both Contingency and Non-contingency will be 365 day coverage due to complexity and sensitivity of WWDR system components. This contract also covers contractor deployment support preparation and execution. The contractor shall provide Contractor Logistics Support (CLS) logistics support for all systems ordered under this contract and the systems ordered under Contract W91CRB-10-D-0022 after 13 Apr 2012.

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C.14.4.4.1.1 For parts not ordered in the Army Supply System, the contractor shall make the repair within 24 hours of an approved repair if repair parts are on hand. If repair parts are not on hand, the contractor shall make the repair within 48 hours of receiving the parts. All parts shall be shipped within 48 hours of approval of planned repairs.

C.14.4.4.1.2 FSR OCONUS deployments require contractor personnel to process and de-process through an identified CONUS Replacement Centers (CRC) located at Camp Atterbury, IN. The government will schedule the CRC processing dates.

C.14.4.4.1.3 FSR Rest and Relaxation (R&R) Requirement. Deployed FSRs will be given one week of R&R leave per every six months. The Government shall provide transportation from the AoR to the Point of Debarkation and from the Point of Debarkation to the Area of Responsibility. FSRs shall NOT receive a labor rate while on R&R. The Contractor shall schedule arrangements for R&R travel. All leave must be coordinated with and approved by the PCO or COR. The Contractor will provide for four FSRs with a floating FSR to cover R&R. This floating FSR will be furnished by the Contractor at no cost to the Government.

C.14.4.4.2 Insurance. Defense Base Act insurance is only applicable to travel to Iraq, Afghanistan, and Kuwait.

C.14.4.4.4 OCONUS FSR Processing

C.14.4.4.4.1 Within ten working days of the delivery order award, the contractor will provide FSR team personal data, to include Clearance documentation required to facilitate Country Clearance, CRC attendance, and to avoid movement delays.

C.14.4.4.4.2 Government Central Processing Center: Contractor personnel shall report to the designated Government deployment-processing site, such as a CONUS Replacement Center (CRC). Current policy for Army contractors is that anyone deploying for more than 30 days must process through a CRC, and anyone who will deploy for less than 30 days but who will return frequently also must process through a CRCA. CRC validates readiness and conducts deployment processing en route to the OCONUS worksite. For any contractor personnel determined by the Government at the deployment-processing site to be non-deployable, the contractor shall promptly remedy the problem. The contractor personnel shall notify their point of contact in the theater of their deployment to the Area of Operations (AO), movement within the AO, and their departure date from the AO. Upon completion of the employees tour, contractor personnel shall redeploy and out-process through the Government deployment-processing site. The CRC Camp Atterbury website:
"http://www.campatterbury.in.ng.mil/NationalDeploymentCenter/tabid/1101/Default.aspx.

C.14.4.4.4.3 Individual Readiness File. Contractors are responsible for ensuring that all Government deployment requirements to include but not limited to medical requirements are met before arrival at the CRC, so they may deploy immediately upon departure from the CRC. The responsibility of the CRC is to validate the completion of Government deployment requirements. Employees should bring their individual readiness file with them to the CRC. It is the contractors responsibility to maintain the Individual Readiness File (IRF) records needed for identification and processing. Contractor personnel are responsible for having their IRF complete and with them when they arrive at their deployment processing center. In the absence of a detailed list elsewhere in this contract, see the tables in AR 815-9 and the Administrative Section on the CONUS Replacement Center website at
"http://www.campatterbury.in.ng.mil/NationalDeploymentCenter/tabid/1101/Default.aspx

for details on what should be included. Note that some requirements will vary depending on the area to which contractor personnel will be deployed.

C.14.4.4.4.4 Contracted Employees Processing through CRC. All FSRs must participate in training through the CONUS Replacement Center (CRC) for deployment to contingency locations. The Contractor shall provide to the Government the names of the employees deploying to the AOR no later than one week after contract award. The Contractor shall fill out the information required, CRC Personal Information Data Requirements. The Government will in turn issue a Letter of Authorization (LOA) for those employees deploying. The LOA will contain all the information that is needed to request a Call Forward to include SECURITY Clearance data and data to input information into the Synchronized Pre-deployment & Operational Tracker (SPOT) system. The Contractor is required to track their employees in the SPOT system. Attachment 013-SPOT Tracker Template lists the information the Contractor shall input into SPOT at "https://spot.altess.army.mil. The Contractor shall follow the Point of Contact and HELP guidance provided in the website. The FSRs shall be scheduled for processing through CRC in Camp Atterbury, IN no later than four weeks before deploying. This schedule is subject to change based on space availability at CRC.

C.14.4.4.4.5 Transportation to/from CRC. The Contractor shall provide transportation for their personnel from point of origin to CRC at Camp Atterbury, IN and return, except for the initial and final trips. The Government will provide transportation from CRC to the area of operation (theater) and return upon completion on the mission. If Government travel is unavailable, travel costs for these trips will be negotiated.

C.14.4.4.4.6 Travel. Travel will be included on a separate CLIN, and is not included in the composite labor skill set or rate. Contractor travel will be all inclusive, with proposal to reflect air travel, ground travel, lodging, per diem, etc., as individual line items. Individual delivery orders will provide travel details for discreet projects.

C.14.4.4.4.7 Insurance. Defense Base Act insurance will also be firm fixed priced and will be included in the fully loaded labor rate for the FSRs. It is only applicable to travel to Iraq, Afghanistan, and Kuwait.

Name of Offeror or Contractor: LAIBE CORPORATION**C.14.4.4.5 Living Conditions**

C.14.4.4.5.1 Housing. The Government will provide housing for Contractor employees at OCONUS locations in which contingency operations are being conducted, except Kuwait.

C.14.4.4.5.2 Subsistence. Contractor employees will be provided Government subsistence which includes meals, billeting, emergency medical care, emergency dental care, and access to morale and welfare activities and available chaplains as authorized in the LOA or elsewhere in this contract. If subsistence changes during deployment (e.g. the Combatant Commander or subordinate Commander changes the authorizations), the Contractor must notify the Contracting Officer.

C.14.4.4.5.3 Support and Force Protection. As OCONUS performance for this effort will be located in various locations in contingency operations, the PM CE/MHE is identified as the entity that will provide all support for the FSRs, including routine medical and dental care, transportation between bases and airport locations, billeting, security and logistical needs to support this effort. The Government will not provide a vehicle for use within an installation. While performing duties IAW terms and conditions of the contract, the Service Theater Commander will provide force protection to the Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy) civilians in the operations area.

C.14.4.4.5.4 Relocation/Evacuation. The Government may, at its discretion, relocate personnel (who are citizens of the United States, aliens in resident in the United States, or third country nationals, not residents in the host nation) to a safe area or evacuate them from the area of operations as required by the operational situation. The U.S. State Department has responsibility for evacuation of nonessential personnel.

C.14.4.4.5.5 Contractor Memorandum of Understanding for Deployed Employees. The Contractor shall ensure that each employee hired by or for the Contractor (including subcontractors) acknowledges in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations. The Contractor shall ensure that contents of this paragraph are included in all subcontracts.

C.14.4.4.5.6 Security Background Check. Due to further force security issues and concerns in theatre, a National Agency Investigation (NACI) is required for all FSRs to verify the FSR's security background and receive a CAC card. As a result, the Contractor must maintain a completed background check on file for each employee that will be deployed and initiate a NACI investigation.

C.14.4.4.6 Medical Information

C.14.4.4.6.1 Physical Requirement. Prior to deployment, the Contractor shall ensure that all deployable personnel are medically and physically fit to endure the rigors of deployment in support of a military operation. Contractor employees who fail to meet medical or fitness standards, or who become unfit through their own actions, will be removed from the area of operations and replaced at the Contractor's expense. Medical or fitness standards can be found at <https://www.infantry.army.mil/crc>. All personnel must have a complete set of immunizations and inoculations for entry into the deployment location.

C.14.4.4.6.2 Medications. Deploying Contractor employees shall carry with them a 90 day supply of any medication they require. Military facilities will not be able to replace many medications required for routine treatment of chronic medical conditions such as high blood pressure, heart conditions, asthma, and arthritis. Contractor employees will review both the amount of the medication and its suitability in the foreign area with their personal physician and make any necessary adjustments prior to deployment.

C.14.4.4.6.3 Eyeglasses. If glasses are required, the Contractor employees will deploy with two pairs of glasses and a current prescription. Copies of the prescription will be provided by the employee to the CRC so that eyeglass inserts for use in a compatible chemical protective mask can be prepared.

C.14.4.4.6.4 Medical Screening. The Government does require a medical screening at the CRC for FDA approved immunizations, which shall include DNA sampling.

C.14.4.4.7 Additional Deployment Information

C.14.4.4.7.1 Chemical Defensive Equipment (CDE) Training. The Government shall provide the Contractor employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees. The training and equipment will be provided at the CRC for employees traveling from CONUS.

C.14.4.4.7.2 Isolated Personnel Report and Survival Evasion Resistance Escape (FPI/SERE). The Government shall provide the Contractor employees with the necessary Isolated Personnel Report (ISOPREP) and Survival Evasion Resistance Escape (FPI/SERE) training. This training will be conducted at the CRC.

C.14.4.4.7.3 Identification Tags, Geneva Convention and Common Access Cards. The Contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment. In addition to the DD FM 489 (Geneva Convention Card) issued at the point of deployment, all Contractor employees will be issued personal identification tags and Common Access Cards (CAC), if available before deployment. Personal identification tags will include the following information: full name, social security number, blood type,

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and religious preference. Contractor employees will maintain all issued cards and tags on their person at all times while OCONUS. These cards and tags shall be obtained through CRC, and shall be promptly returned to the Government upon redeployment.

C.14.4.4.7.4 VISAs. The Contractor shall ensure that their employees obtain any appropriate VISAs before they will be allowed to enter CRC.

C.14.4.4.7.5 Organizational Clothing and Individual Equipment. Contractor employees accompanying the force are not authorized to wear military uniform, except for specific items required for safety and security. The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that Contractor employees be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, and Radiological Element (CBRE) and High-Yield Explosive defensive equipment, necessary to ensure Contractor personnel safety and security. The Contractor employees shall sign for all issued OCIE to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE. The Contractor employees shall return all issued OCIE to the Government at the place of issue unless directed otherwise by the Contracting Officer. The Contracting Officer shall require the Contractor to reimburse the Government for OCIE lost, stolen, or damaged due to Contractor negligence or misconduct.

C.14.4.4.7.6 Operator Vehicle Licenses. The Contractor shall ensure that deployed employees possess the required licenses to operate all vehicles or equipment necessary to perform contract tasks in the theater of operations. Before operating any military owned or leased vehicles or equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the unit or agency issuing the vehicles or equipment.

C.14.4.4.7.7 Firearms. Contractor employees in support of U.S. military operations are not permitted to carry personally owned firearms. Contractor employees normally shall not be armed during active military operations; however, the Combatant Commander may authorize issue of standard military side arms and ammunition to selected personnel for personal self-defense. In this case, weapons familiarization, qualification, and briefings on rules of engagement, shall be provided to the Contractor employees, completed at the CRC. Even if authorized, acceptance of weapons by the personnel is voluntary, and must also be permitted by their employer.

C.14.4.4.7.8 Employees Emergency Contact Data. Before deployment, the Contractor shall ensure that each contract employee completes at least three DD Forms 93, Record of Emergency Data Card. One completed form is for the CRC, one copy for the Armys Casualty & Memorial Affairs Operations Center (CMAOC), and one copy for the Army Materiel Command (AMC) Logistics Support Element (LSE) Contractor Coordination Cell (CCC) or other designated liaison.

C.14.4.4.7.9 Next of Kin (NOK) Information. As Executive Agent for mortuary affairs, the Army will facilitate the notification of Next of Kin (NOK) in the event that a U.S. citizen Contractor employee accompanying the force OCONUS dies, requires evacuation due to injury, or is reported missing. The Department of the Army will ensure that the Contractor notifies the employees primary and secondary NOK. In some cases, an Army notification officer may accompany the employers representative. Notification support by the Army is dependent upon each Contractor employee completing and updating as necessary, the DD Form 93, Record of Emergency Data Card. The Contractor is responsible for the evacuation of Contractor employee remains from Kuwait.

C.14.4.4.7.10 Employees Health and Life Insurance. The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles.

C.14.4.4.7.11 Letter of Agreement (LOA) for Deployed Contractor Employees. Unless prohibited by international agreement, the Contracting Officer shall provide a LOA for deployed Contractor personnel. This is the document Contractor employees must carry with them as authorization for use of Government transportation, medical facilities, billeting, and other entitlements. Contractor employees are not authorized to use Invitational Travel Orders.

C.14.4.4.7.12 Contractor Employee Personal Conduct. The Contractor shall at all times remain responsible for the conduct of its employees. The Contractor shall promptly resolve to the satisfaction of the Government, all Contractor employees performance and conduct problems identified by the Government. Failure to correct such problems may result in the Government directing the Contractor, at the Contractors own expense, to replace and, where applicable, repatriate any employee who fails to comply with this language to adhere to instructions and general orders issued by the Combatant Commander or his/her designated representative. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default Clause.

C.15 Contractor Manpower Reporting

Contractor Manpower Reporting shall be submitted IAW Clause 52-237-4000.

C.16 ITEM UNIQUE IDENTIFICATION (IUID)

C.16.1 For those components specifically called out in the DFARS clause 252.211-7003, the Contractor shall identify all items that may require an IUID and submit an implementation plan CDRL A032 IUID Implementation Plan for Government review/concurrence. A draft list of components to be marked shall be presented at the Logistics Start of Work Meeting. The contractor shall submit a representative sample of the IUID tag with the IUID Implementation Plan IAW CDRL A032, IUID Implementation Plan.

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C.16.2 IUID Construct and Method. The Contractor shall create the IUID and marking method in accordance with MIL-STD-130N. The Contractor shall use IUID Construct #2. The UID marking shall include the UII on the IUID plate or label, or on the item identification plate, or directly on the item in 2D Data Matrix barcode symbology. The end item UID marking shall be embedded on the system data plate. A 2D Data Matrix, ECC 200 compliant bar code (ISO/IEC 16022) shall be used to carry the IUID data elements. The machine readable information (MRI) shall contain discrete elements including:

Unique item identifier (Construct 2)
Issuing Agency Code
Enterprise Identifier
Original Part Number
Serial Number

C.16.3 Identification/Data Plate for End Items. The Contractor shall use MIL-STD-130 (current revision), as a guide when developing the Water Well Drill Rig System data plate. The end item UID marking shall be embedded on the system data plate. The End Item 2D matrix shall contain human and machine-readable markings and shall be no less than 1 cm wide and no less than 40% contrast. The minimum data plate information for the Parent End Item is listed below:

- a) Nomenclature
- b) National Stock Number (NSN)
- c) Design Activity: (MFR ID Cage Code)
- d) Government Ownership Designation: US Government Property
- e) Contract Number
- f) 2-dimensional IUID data matrix
- g) Unique Item Identifier (UII)

C.16.4 Data Plates for Subassemblies, Components, or Other Parts. All spare parts, secondary repairables, and consumables candidates described in DFARS clause 252.211-7003 shall also be marked with the IUID prior to delivery to the Government. The Contractor shall use MIL-STD-130, as a guide when developing the IUID marking for subassembly, component or parts. The Child End Item 2D matrix mark shall contain human and machine-readable markings when possible and shall be no less than 1 cm wide and no less than 40% contrast. If the item has a data plate the IUD marking shall be embedded on the data plate.

C.16.5 IUID Location and Marking. The locations and marking methods selected should bear no impact on the performance of the part and minimal configuration change(s) to the part. All 2D data matrix shall be permanently affixed and have the ability to withstand and perform within the same environmental conditions as the Water Well Drill Rig System. The Contractor shall perform engineering analysis to determine the appropriate method for marking each item that requires IUID. The Contractor shall ensure that the IUID marking location will be optimized for ease of scanning, and shall avoid applying IUID markings on curved or rounded surfaces. The IUID (including 2D Matrix) should be incorporated onto the existing data plate when possible. The end item UID marking shall always be embedded on the system data plate. If a child 2D matrix cannot be incorporated onto the data plate, a 2D matrix sticker can be applied onto the main data plate provided it can be done without covering any critical data. When the 2D Data Matrix is placed directly onto the data plate, human readable characters such as the Part Number, Serial Number and CAGE, are not required. If the above cannot be accomplished, a separate data plate must be attached which contains the 2D Matrix plus the human readable characters for the Part Number, Serial Number and CAGE. This added data plate should be attached in close proximity to the main data plate. The Contractor shall document the location and marking method on the engineering technical documentation (e.g. drawings).

C.16.6 IUID Registration. The prime Contractor has the responsibility to furnish IUID data to the IUID registry. The Contractor shall register and validate all IUIDs with the DoD IUID Registry and shall ensure all item parent/child relationships are accurately recorded in the IUID Registry. Data submission of IUID data and acquisition cost should be submitted via Wide Area Work Flow (WAWF), IUID XML file, IUID flat file or web entry. Additional information regarding data submission as well as the actual marking can be found at <http://www.acq.osd.mil/dpap/UID/>. Submissions shall be IAW CDRL A033 IUID Registry.

C.16.7 IUID Data Records. The Contractor shall maintain an accurate, current list of UIIs for all items procured under this contract. This list shall be supplied to the Government upon request. The list shall include UII, P/N, Serial Number, CAGE, Parent UII (if applicable), construct used, IUID location, type of marking, and registration method used. The list shall be prepared and delivered in contractors format and in accordance with DI-MGMT-80177B (Bar Code Identification Report)

C.16.8 Item Unique Identification (IUID). The contractor shall update the government IUID Implementation plan and deliver an updated IUID Implementation Plan that includes the IUID marking of all Water Well Drill Rig System unique components IAW MIL-STD-130N, and the latest guidance found on the Defense Procurement and Acquisition Policy IUID website <http://www.acq.osd.mil/dpap/pdi/uid/index.html>. The contractor shall develop and assign IUID constructs for components and assemblies in accordance with MIL-STD-130N or current revision. IUID shall be applied to items in accordance with MIL-STD-130N or current revision. The contractor shall upload IUID records into the DoD registry. Water Well Drill Rig System IUID Registry CDRL A033-IUID Registry.

C.16.9 Hardware Changes in IUID. For any hardware change as a result of an ECP, the contractor shall recommend and the Government

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concur on the determination of tag locations. As changes are made to the Water Well Drill Rig System, the contractor shall use the above information in deciding if changes need to be made or revised to insure IUID tag marking.

C.16.10 IUID Quality Assurance. The Contractor shall provide evidence of validation and verification of a predetermined representative sample of the data matrix marks on each NSN bearing IUID. The Contractor shall ensure that any IUID marks are formatted correctly, and are not duplicates of existing IUID marks using the Quick compliance Checker http://qcts.org/IUID_Compliance_Checker/.

*** END OF NARRATIVE C0001 ***

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 DELETED (C3)	952.225-0001	ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION	DEC/2011

*** DELETED NARRATIVE C0002 ***

Name of Offeror or Contractor: LAIBE CORPORATION

SECTION D - PACKAGING AND MARKING

D.1. Preservation and Packaging

D.1.1 The WWDR, including any attachments, special purpose kits, Basic Issue Items (BII), Components of End Items List (COEI) and Initial Support Kit (ISK) shall be processed to the level of protection specified in the Delivery Order.

D.1.1.1 If packaging data for spare/repair parts and the end item is purchased under this contract, then the packaging data will be delivered in accordance with the data developed by the Contractor and approved by the Government. Under Contractor Logistic Support (CLS) all spare/repair parts and the end item will be delivered in accordance with 52.211-4517 Packaging Requirements (Commercial).

D.1.2 Software, technical data, reports, and contractual documentation delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival at destination without damage to contents.

D.1.3 Consumable items, Training Aids, System Support Packages (SSP) scheduled for shipment shall be preserved and packaged by the Contractor to provide physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging. Item shall be free of dirt and other contaminants. Coatings and preservatives applied to an item are not considered contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, water proof and/or water vapor proof barriers. Components requiring protection from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

D.1.4 For each hazardous material item shipped under this contract, a copy of the Material Safety Data Sheet (MSDS) shall be placed into a sealed pouch and attached to the outside surface area of the Unit Container and Intermediate Container containing the prescribed hazardous material item. The Contractor shall comply with the applicable codes and standards listed here: (1) Code of Federal Regulation Titles 29, 40 and 49, (2) International Maritime Dangerous Goods Code (IMDG), for vessel transport, and (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments (4) International Air Transportation Association (IATA).

D.2 Marking

D.2.1 The WWDR 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, etc. and contractual documentation 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.

*** END OF NARRATIVE D0001 ***

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 DELETED	52.211-4515 (TACOM)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007
D-2 CHANGED	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	DEC/2007

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

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

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

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

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

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

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

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

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

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

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

(e) Packing:

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

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

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

(g) Marking:

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

(h) Hazardous Materials (As applicable):

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

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

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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.

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

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

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

(k) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of Clause]

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[] 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 9001:2008, 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.

See Attachment 015

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]

E-2 ADDED (52.246-4009) INSPECTION AND ACCEPTANCE POINTS: DESTINATION
(TACOM)

FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

E-3 CHANGED 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: Laibe Corporation 4N8X6

1414 Bates St Indianapolis Indiana 46201

ACCEPTANCE POINT: Laibe Corporation 4N8X6

1414 Bates St Indianapolis Indiana 46201

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 ADDED	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-2 DELETED	52.242-4022 (TACOM)	DELIVERY SCHEDULE	SEP/2008
F-3 CHANGED	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2008

(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 120 days after the delivery order date; 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, start deliveries 120 days after delivery order date.

(iii) You will deliver one unit as required by the delivery order.

(d) Accelerated delivery schedule is not acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

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

[End of clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Status	Regulatory Cite	Title	Date
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H-1 CHANGED	952.225-0011 (C3)	GOVERNMENT FURNISHED CONTRACTOR SUPPORT (AFGHANISTAN)	MAY/2012
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The following is a summary of the type of support the Government will provide the contractor, on an as-available basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: (Contracting officer must enter the names of the operating locations of the contract that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor). When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

<input checked="" type="checkbox"/> APO/FPO/MPO/DPO/	<input checked="" type="checkbox"/> DFACs	<input checked="" type="checkbox"/> Mil Issue Equip Postal Services
<input type="checkbox"/> Authorized Weapon	<input checked="" type="checkbox"/> Excess Baggage	<input checked="" type="checkbox"/> MILAIR
<input checked="" type="checkbox"/> Billeting	<input checked="" type="checkbox"/> Fuel Authorized	<input checked="" type="checkbox"/> MWR
<input checked="" type="checkbox"/> CAAF*	<input checked="" type="checkbox"/> Govt Furnished Meals	<input checked="" type="checkbox"/> Resuscitative Care
<input checked="" type="checkbox"/> Controlled Access Card (CAC)	<input checked="" type="checkbox"/> Military Banking	<input checked="" type="checkbox"/> Transportation
<input checked="" type="checkbox"/> Badge	<input checked="" type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input checked="" type="checkbox"/> Commissary	<input checked="" type="checkbox"/> Military Exchange	<input type="checkbox"/> None
<input type="checkbox"/> Dependents Authorized	<input checked="" type="checkbox"/> Embassy Housing, Meals**	
<input checked="" type="checkbox"/> Embassy ClinicAfghanistan**	<input checked="" type="checkbox"/> Embassy Air**	

Third-Country National (TCN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Exchange	<input checked="" type="checkbox"/> None
<input type="checkbox"/> Dependents Authorized		

Local National (LN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Exchange	<input checked="" type="checkbox"/> None
<input type="checkbox"/> Dependents Authorized		

* CAAF means Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan

SPECIAL NOTE US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

(End of Clause)

H-2 DELETED	952.225-0011 (C3)	GOVERNMENT FURNISHED CONTRACTOR SUPPORT	MAY/2012
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SECTION H

H.1 Government Furnished Equipment (GFE)

H.1.1 The Government will furnish one General Mechanics Tool Kit as follows:

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NSN: 5180-01-548-7634

END ITEM DESCRIPTION: TOOL KIT, GENERAL MECHANICS

PUB NUMBER: 5180-95-B48

SC 9999-01-SKO PUB

01 APRIL 2010

LINE ITEM NUMBER: T28688

H.1.2 Upon receipt of GFE, the contractor shall inspect for adequate count and condition. Upon detection of deficient GFE, the contractor shall submit a Quality Deficiency Report (QDR) IAW CDRL A030 - Quality Deficiency Report

*** END OF NARRATIVE H0002 ***

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.245-1	GOVERNMENT PROPERTY (APR 2012) -- ALTERNATE I (APR 2012)	APR/2012
I-2 ADDED	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-3 ADDED	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-4 ADDED	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-5 ADDED	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-6 CHANGED	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test 1 unit(s) of Lot/Item 0100 as specified in this contract. At least 60 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 120 calendar days from the date of this contract to Adam Puzzuoli email: adam.puzzuoli@us.army.mil and Patricia Pierce, email: patricia.pierce3.civ@mail.mil marked First Article Test Report: Contract No. W56HZV12D0075, Lot/Item No. _0100____. Within 15 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

I-7 CHANGED 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

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No. 313 (including revisions adopted during the term of the contract).

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

Material	Identification No.
(If none, insert None)	
Calcium Hypochlorite	

(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 Governments rights in data furnished under this contract with respect to hazardous material are as follows:

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

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

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

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

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

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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	CDRLS A001-A034	26-AUG-2013	032	EMAIL
Attachment 0001	ATTACHMENT 001 - ATPD-2389 PURCHASE DESCRIPTION	21-AUG-2013	052	EMAIL
Attachment 0002	ATTACHMENT 002 - AUTHORIZED STOCKAGE LIST (ASL)	05-MAY-2011	003	EMAIL
Attachment 0003	ATTACHMENT 003 - COMPLETION KIT	05-MAY-2011	003	EMAIL
Attachment 0004	ATTACHMENT 004 - LMI PROVISIONING REQUIREMENTS WORKSHEET	05-MAY-2011	010	EMAIL
Attachment 0005	ATTACHMENT 005 - LMI DATA WORKSHEET PACKAGING DATA REQUIREMENTS	05-MAY-2011	003	EMAIL
Attachment 0006	ATTACHMENT 006 - LMI DATA WORKSHEET PACKAGING DATA TRANSACTION FORMAT	05-MAY-2011	002	EMAIL
Attachment 0007	ATTACHMENT 007 - EQUIPMENT PUBLICATIONS DEFECTS	05-MAY-2011	003	EMAIL
Attachment 0008	ATTACHMENT 008 - OPERATOR GENERAL PUBLICATIONS REQUIREMENTS	05-MAY-2011	004	EMAIL
Attachment 0009	ATTACHMENT 009 - OPERATORS TECHNICAL MANUAL REQUIREMENTS MATRIX (A-II)	11-SEP-2012	009	EMAIL
Attachment 0010	ATTACHMENT 010 - LMI MAINTENANCE ANALYSIS	05-MAY-2011	004	EMAIL
Attachment 0011	ATTACHMENT 011 - CONTRACTOR COMMERCIAL WARRANTIES	05-MAY-2011	014	EMAIL
Attachment 0012	RESERVED			EMAIL
Attachment 0013	ATTACHMENT 013 - SPOT TRACKER TEMPLATE	05-MAY-2011	003	EMAIL
Attachment 0014	ATTACHMENT 014 - QASP	17-JUL-2012	003	EMAIL
Attachment 0015	ATTACHMENT 015 - CONTRACTOR QUALITY SYSTEM INSPECTION PROCESS	05-MAY-2011	001	EMAIL
Attachment 0016	ATTACHMENT 016 - INTERIM PAYMENT SCHEDULE FOR COMMERCIAL ITEMS/DATA	03-OCT-2012	002	EMAIL
Attachment 0017	ATTACHMENT 017 - INTEGRATED MASTER SCHEDULE	21-AUG-2013	055	EMAIL
Attachment 0018	ATTACHMENT 018 - STYLE GUIDE	31-MAY-2012	252	EMAIL

Exhibit A consists of the following CDRLs

CDRL A001 - Conference Minutes
CDRL A002 - Provisioning Parts List (PPL)
CDRL A003 - EDFP
CDRL A004 - ECPs (Engineering Change Proposal)
CDRL A005 - Top Level Drawings
CDRL A006 - Training Course Outline
CDRL A007 - Instructor and Student Guides
CDRL A008 - Leadership Familiarization Training Materials
CDRL A009 - Training Course Completion Report
CDRL A010 - Hardware Top-Down Breakdown
CDRL A011 - Maintenance Allocation Chart (MAC)
CDRL A012 - Packaging Data
CDRL A013 - RESERVED (will be SPI)
CDRL A014 - Operator's Manual
CDRL A015 - Technical Manual Validation Report
CDRL A016 - Logistics Demonstration Plan (Operator Level)
CDRL A017 - System Support Package Component List
CDRL A018 - Logistics Demonstration Report
CDRL A019 - Commercial-Off-the-Shelf (COTS) Technical Manual
CDRL A020 - Transportability Report
CDRL A021 - Safety Assessment Report
CDRL A022 - HMMP
CDRL A023 - Corrective Action Report
CDRL A024 - Inventory List
CDRL A025 - Maintenance Analysis
CDRL A026 - Support Equipment and Test Equipment (SE&TE)
CDRL A027 - FSR Performance Report
CDRL A028 - Condition Assessment Report
CDRL A029 - Maintenance Report
CDRL A030 - Quality Deficiency Report for GFE (QDR)
CDRL A031 - Reserved

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CDRL A032 - IUID Implementation Plan
CDRL A033 - IUID Registry
CDRL A034 - UII Report

*** END OF NARRATIVE J0001 ***