

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>	<b>Rating</b> DOA4	<b>Page</b> 1	<b>Of</b> 49	<b>Pages</b>
<b>2. Contract (Proc. Inst. Ident.) No.</b> W56HZV-13-C-0368		<b>3. Effective Date</b> 2013AUG30	<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY CONTRACTING COMMAND RICHARD CLARK WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA DALLAS 600 N PEARL STREET SUITE 1630 DALLAS TX 75201-2843		<b>Code</b> S4402A	
<b>e-mail address:</b> RICHARD.A.CLARK3@US.ARMY.MIL		<b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> Z SYSTEMS CORPORATION 4802 ROY J SMITH DR KILLEEN, XX 76543-4259		<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)		
<b>Code</b> 64RT0		<b>Facility Code</b>		<b>9. Discount For Prompt Payment</b>		
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS-COLUMBUS CENTER DFAS-CO WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		<b>14. Accounting And Appropriation Data</b> SEE SECTION G				
<b>15A. Item No.</b>	<b>15B. Supplies/Services</b>	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>	
SEE SCHEDULE						
<b>15G. Total Amount Of Contract</b> →					\$4,421,224.17	

**16. Table Of Contents**

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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X	B	Supplies or Services and Prices/Costs	7	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	17	X	J	List of Attachments	49
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**Contracting Officer Will Complete Item 17 (Sealed-Bid or Negotiated Procurement) Or 18 (Sealed-Bid Procurement) As Applicable**

<b>17.</b> <input checked="" type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		<b>18.</b> <input type="checkbox"/> <b>Sealed-Bid Award</b> (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
<b>19A. Name And Title Of Signer (Type Or Print)</b>		<b>20A. Name Of Contracting Officer</b>  MARK E. OTTO MARK.E.OTTO@US.ARMY.MIL (586)282-7190	
<b>19B. Name of Contractor</b>	<b>19c. Date Signed</b>	<b>20B. United States Of America</b>	<b>20C. Date Signed</b>
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	2013AUG30

**CONTINUATION SHEET**

Reference No. of Document Being Continued

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PIIN/SIIN W56HZV-13-C-0368

MOD/AMD

**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: RICHARD CLARK  
 Buyer Office Symbol/Telephone Number: CCTA-AHK-C/(586)282-4872  
 Type of Contract: Cost Plus Fixed Fee  
 Kind of Contract: Service Contracts  
 Type of Business: Other Small Business Performing in U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: BFVS(M2, M2A1, M2A2),BFVS(M3, M3A1,M3A2)

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

## Base Award Executive Summary

Contract W56HZV-13-C-0368 is awarded to Z Systems Corporation for the acquisition of Total Package Fielding (TPF). TPF is a service that requires contractor logistics, warehouse facility operations, and material refurbishment for the M1 Abrams Tank Family of Vehicles (FoV), Bradley Fighting Vehicle FoV, M1200 Knight, and M88A2 Hercules.

This is a one year Cost-Plus-Fixed-Fee (CPFF), Level-Of-Effort (LOE) contract. The maximum LOE authorized for this contract is 97,240 hours, and the maximum dollar amount authorized for this contract is \$6,743,015. The base award of contract W56HZV-13-C-0368 authorizes 63,551.8 LOE hours. The authorized dollar amount of the base award is \$4,421,224.17. The base award is executed as follows:

1. CLIN: 0001  
 SubCLIN: 0001AA  
 WD: Bradley 13-01

	Prior	This Change	Total
Hours:	0	12,704	12,704
Cost:	0	\$634,144.56	\$634,144.56
Fee:	0	\$ 31,707.23	\$ 31,707.23
Total CPFF:	0	\$665,851.79	\$665,851.79
Travel:	0	\$187,240.98	\$187,240.98
ODCs:	0	\$ 0.00	\$ 0.00
CLIN Total	0	\$853,092.77	\$853,092.77

2. CLIN: 0002  
 SubCLIN: 0002AA  
 WD: Knight 13-01 (RESET)

	Prior	This Change	Total
Hours:	0	2,459.5	2,459.5
Cost:	0	\$129,587.84	\$129,587.84
Fee:	0	\$ 6,479.39	\$ 6,479.39
Total CPFF:	0	\$136,067.23	\$136,067.23
Travel:	0	\$ 22,166.00	\$ 22,166.00
ODCs:	0	\$ 0.00	\$ 0.00
CLIN Total	0	\$158,233.23	\$158,233.23

3. CLIN: 0002  
 SubCLIN: 0002AB  
 WD: Knight 13-02 (Production)

	Prior	This Change	Total
Hours:	0	2,459.5	2,459.5
Cost:	0	\$129,587.84	\$129,587.84
Fee:	0	\$ 6,479.39	\$ 6,479.39
Total CPFF:	0	\$136,067.23	\$136,067.23
Travel:	0	\$ 22,166.00	\$ 22,166.00
ODCs:	0	\$ 0.00	\$ 0.00
CLIN Total	0	\$158,233.23	\$158,233.23

4. CLIN: 0003  
 SubCLIN: 0003AA

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

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PIIN/SIIN W56HZV-13-C-0368

MOD/AMD

**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

WD: Hercules 13-01

	Prior	This Change	Total
Hours:	0	1,933.8	1,933.8
Cost:	0	\$ 97,016.65	\$97,016.65
Fee:	0	\$ 4,850.83	\$ 4,850.83
Total CPFF:	0	\$101,867.48	\$101,867.48
Travel:	0	\$ 51,194.00	\$ 51,194.00
ODCs:	0	\$ 0.00	\$ 0.00
CLIN Total	0	\$153,061.48	\$153,061.48

5. CLIN: 0004

SubCLIN: 0004AA

WD: Abrams 13-01

	Prior	This Change	Total
Hours:	0	20,244	20,244
Cost:	0	\$875,015.71	\$875,015.71
Fee:	0	\$ 43,750.79	\$ 43,750.79
Total CPFF:	0	\$918,766.50	\$918,766.50
Travel:	0	\$ 68,552.00	\$ 68,552.00
ODCs:	0	\$ 0.00	\$ 0.00
CLIN Total	0	\$987,318.50	\$987,318.50

6. CLIN: 0005

SubCLIN: 0005AA

WD: Bradley Warehouse 13-01

	Prior	This Change	Total
Hours:	0	12,990	12,990
Cost:	0	\$ 554,423.95	\$ 554,423.95
Fee:	0	\$ 27,721.20	\$ 27,721.20
Total CPFF:	0	\$ 582,145.15	\$ 582,145.15
Travel:	0	\$ 68,552.00	\$ 68,552.00
ODCs:	0	\$ 565,597.00	\$ 565,597.00
CLIN Total	0	\$1,147,742.15	\$1,147,742.15

7. CLIN: 0005

SubCLIN: 0005AB

WD: Abrams Warehouse 13-02

	Prior	This Change	Total
Hours:	0	10,474	10,474
Cost:	0	\$447,038.99	\$447,038.99
Fee:	0	\$ 22,351.95	\$ 22,351.95
Total CPFF:	0	\$469,390.94	\$469,390.94
Travel:	0	\$ 68,552.00	\$ 68,552.00
ODCs:	0	\$469,981.00	\$469,981.00
CLIN Total	0	\$939,371.94	\$939,371.94

8. CLIN: 0005

SubCLIN: 0005AC

WD: Hercules Warehouse 13-03

	Prior	This Change	Total
Hours:	0	287	287
Cost:	0	\$12,249.40	\$12,249.40
Fee:	0	\$ 612.47	\$ 612.47
Total CPFF:	0	\$12,861.87	\$12,861.87
Travel:	0	\$ 0.00	\$ 0.00
ODCs:	0	\$11,309.00	\$11,309.00
CLIN Total:	0	\$24,170.87	\$24,170.87

9. In accordance with option provision H.1 and clause 52.217-9, the Government may exercise an additional 33,688.2 LOE hours at the rates contained in section H.1 of this contract.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 4 of 49</b>
	PIIN/SIIN W56HZV-13-C-0368 MOD/AMD	
<b>Name of Offeror or Contractor:</b> Z SYSTEMS CORPORATION		

10. The total base award is captured below:

	Prior	This Change	Total
Estimated Cost:	\$0.00	\$2,879,064.92	\$2,879,064.92
Fixed Fee:	\$0.00	\$ 143,953.25	\$ 143,953.25
Total CPFF:	\$0.00	\$3,023,018.17	\$3,023,018.17
ODC:	\$0.00	\$1,046,887.00	\$1,046,887.00
Travel:	\$0.00	\$ 351,319.00	\$ 351,319.00
Total:	\$0.00	\$4,421,224.17	\$4,421,224.17

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

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

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV13R0273](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0273)

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

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

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

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

(e) Note to offerors:

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-C-0368 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 49
<b>Name of Offeror or Contractor:</b> Z SYSTEMS CORPORATION		

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

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

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

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

End of Provision

A-2            52.201-4000            ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON            APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

A-3            52.232-4087            PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)            JAN/2012

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

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

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

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

[End of Clause]

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS										
0001	BFVS TOTAL PACKAGE FIELDING										
0001AA	<p><u>BRADLEY FIGHTING VEHICLE SYSTEM TPF</u></p> <p>GENERIC NAME DESCRIPTION: BFVS TOTAL PACKAGE FIELDING                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 7236B25172 PRON AMD: 01 ACRN: AA</p> <p>Contract Type: Cost-Plus-Fixed-Fee, Level-of-Effort</p> <p>WORK DIRECTIVE: Bradley 13-01                      PROGRAM: TOTAL PACKAGE FIELDING                      FOR BFVS</p> <p>START OF WORK: DATE OF SIGNED CONTRACT                      COMPLETION DATE: 31 AUGUST 2014                      LEVEL OF EFFORT: 12,704 HOURS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u>      <u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001              1</td> <td>31-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$      853,092.77</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>	001              1	31-AUG-2014	1	LO		\$ 853,092.77
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u>	<u>DATE</u>										
001              1	31-AUG-2014										
				Estimated Cost: \$ 634,144.56 Fixed Fee: \$ 31,707.23 CPFF: \$ 665,851.79 Travel: \$ 187,240.98							

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0368 MOD/AMD

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002	KNIGHT TOTAL PACKAGE FIELDING													
0002AA	<p>KNIGHT TOTAL PACKAGE FIELDING (RESET)</p> <p>GENERIC NAME DESCRIPTION: KNIGHT TOTAL PACKAGE FIELDING                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: EH3CR087EH PRON AMD: 01 ACRN: AB</p> <p>Contract Type: Cost-Plus-Fixed-Fee, Level-of-Effort</p> <p>WORK DIRECTIVE: KNIGHT 13-01                      PROGRAM: TOTAL PACKAGE FIELDING                      FOR KNIGHT</p> <p>START OF WORK: DATE OF SIGNED CONTRACT                      COMPLETION DATE: 31 AUGUST 2014                      LEVEL OF EFFORT: 2,459.5 HOURS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$ 158,233.23</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2014	1	LO		\$ 158,233.23
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-AUG-2014												

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0368 MOD/AMD

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0002AB	<p><u>KNIGHT TOTAL PACKAGE FIELDING (PRODUCTION)</u></p> <p>GENERIC NAME DESCRIPTION: KNIGHT TOTAL PACKAGE FIELDING                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 7216F43072 PRON AMD: 01 ACRN: AC</p> <p>Contract Type: Cost-Plus-Fixed-Fee, Level-of-Effort</p> <p>WORK DIRECTIVE: KNIGHT 13-02                      PROGRAM: TOTAL PACKAGE FIELDING                      FOR KNIGHT</p> <p>START OF WORK: DATE OF SIGNED CONTRACT                      COMPLETION DATE: 31 AUGUST 2014                      LEVEL OF EFFORT: 2,459.5 HOURS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$ 158,233.23</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2014	1	LO		\$ 158,233.23
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-AUG-2014												
				Estimated Cost:	\$ 129,587.84									
				Fixed Fee:	\$ 6,479.39									
				CPFF:	\$ 136,067.23									
				Travel:	\$ 22,166.00									

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0368 MOD/AMD

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0003	M88A2 TOTAL PACKAGE FIELDING													
0003AA	<p>M88A2 HERCULES TOTAL PACKAGE FIELDING</p> <p>GENERIC NAME DESCRIPTION: M88A2 TOTAL PACKAGE FIELDING                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: JM2A2013JM PRON AMD: 01 ACRN: AD</p> <p>Contract Type: Cost-Plus-Fixed-Fee, Level-of-Effort</p> <p>WORK DIRECTIVE: HERCULES 13-01                      PROGRAM: TOTAL PACKAGE FIELDING                      FOR HERCULES</p> <p>START OF WORK: DATE OF SIGNED CONTRACT                      COMPLETION DATE: 31 AUGUST 2014                      LEVEL OF EFFORT: 1,933.8 HOURS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </table> <p>\$ 153,061.48</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2014	1	LO	\$	153,061.48
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-AUG-2014												
				Estimated Cost:	\$ 97,016.65									
				Fixed Fee:	\$ 4,850.83									
				CPFF:	\$ 101,867.48									
				Travel:	\$ 51,194.00									

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0368 MOD/AMD

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0004	ABRAMS TOTAL PACKAGE FIELDING													
0004AA	<p>M1 ABRAMS TOTAL PACKAGE FIELDING</p> <p>GENERIC NAME DESCRIPTION: ABRAMS TOTAL PACKAGE FIELDING                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 473FAM0647 PRON AMD: 01 ACRN: AE</p> <p>Contract Type: Cost-Plus-Fixed-Fee, Level-of-Effort</p> <p>WORK DIRECTIVE: ABRAMS 13-01                      PROGRAM: TOTAL PACKAGE FIELDING                      FOR ABRAMS</p> <p>START OF WORK: DATE OF SIGNED CONTRACT                      COMPLETION DATE: 31 AUGUST 2014                      LEVEL OF EFFORT: 20,244 HOURS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </table> <p>\$ 987,318.50</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2014	1	LO	\$	987,318.50
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-AUG-2014												
				Estimated Cost:	\$ 875,015.71									
				Fixed Fee:	\$ 43,750.79									
				CFPP:	\$ 918,766.50									
				Travel:	\$ 68,552.00									

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0368 MOD/AMD

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0005	BFVS WAREHOUSE													
0005AA	<p><u>WAREHOUSE - BRADLEY FIGHTING VEHICLE SYSTEM</u></p> <p>GENERIC NAME DESCRIPTION: BFVS WAREHOUSE                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 7236B25072 PRON AMD: 01 ACRN: AF</p> <p>Contract Type: Cost-Plus-Fixed-Fee</p> <p>WORK DIRECTIVE: WAREHOUSE 13-01                      PROGRAM: TOTAL PACKAGE FIELDING                      FOR WAREHOUSE</p> <p>START OF WORK: DATE OF SIGNED CONTRACT                      COMPLETION DATE: 31 AUGUST 2014                      LEVEL OF EFFORT: 12,990 HOURS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </table> <p>\$ 1,147,742.15</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2014	1	LO	<p>Estimated Cost: \$ 554,423.95                      Fixed Fee: \$ 27,721.20                      CPFF: \$ 582,145.15                      ODCs: \$ 565,597.00</p>	<p>\$ 1,147,742.15</p>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-AUG-2014												

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-C-0368 MOD/AMD

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0005AB	<p>WAREHOUSE - M1 ABRAMS</p> <p>GENERIC NAME DESCRIPTION: ABRAMS WAREHOUSE                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: 473FAM0547 PRON AMD: 01 ACRN: AG</p> <p>Contract Type: Cost-Plus-Fixed-Fee</p> <p>WORK DIRECTIVE: WAREHOUSE 13-02                      PROGRAM: TOTAL PACKAGE FIELDING                      FOR WAREHOUSE                      START OF WORK: DATE OF SIGNED CONTRACT                      COMPLETION DATE: 31 AUGUST 2014                      LEVEL OF EFFORT: 10,474 HOURS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$ 939,371.94</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2014	1	LO		\$ 939,371.94
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-AUG-2014												

Estimated Cost: \$ 447,038.99  
 Fixed Fee: \$ 22,351.95  
 CPFF: \$ 469,390.94  
 ODCs: \$ 469,981.00

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 PIIN/SIIN W56HZV-13-C-0368 MOD/AMD

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0005AC	<p><u>WAREHOUSE - M88A2 HERCULES</u></p> <p>GENERIC NAME DESCRIPTION: M88A2 WAREHOUSE                      CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee                      PRON: JM2A2014JM PRON AMD: 01 ACRN: AH</p> <p>Contract Type: Cost-Plus-Fixed-Fee</p> <p>WORK DIRECTIVE: WAREHOUSE 13-03                      PROGRAM: TOTAL PACKAGE FIELDING                      FOR WAREHOUSE                      START OF WORK: DATE OF SIGNED CONTRACT                      COMPLETION DATE: 31 AUGUST 2014                      LEVEL OF EFFORT: 287 HOURS</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>31-AUG-2014</td> </tr> </table> <p style="text-align: right;">\$ 24,170.87</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	31-AUG-2014	1	LO		\$ 24,170.87
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	31-AUG-2014												
				Estimated Cost:	\$ 12,249.40									
				Fixed Fee:	\$ 612.47									
				CPFF:	\$ 12,861.87									
				ODCs:	\$ 11,309.00									





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**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4600 CONTRACTOR VERIFICATION SYSTEM (CVS) PROGRAM	APR/2007

The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

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

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require logical access to a government computer network. This can be done by going to <http://www.us.army.mil> and register as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

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

CAC applications must be processed through the DoDs Contractor Verification System (CVS). The contractors FSO or contractor employee shall submit requests for a CAC via email to the CVS Trusted Agent (TA) at [iacapki.helpdesk@us.army.mil](mailto:iacapki.helpdesk@us.army.mil) or 866-738-3222 before accessing the CVS website.

The government will establish a CVS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the CVS account and complete the CAC application (entering/editing contractor information as applicable) at <https://www.dmdc.osd.mil/appj/cvs/index.jsp>.

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

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

- Approved\*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<http://www.dmdc.osd.mil/rs1/owa/home> provides RAPIDS locations).
- Rejected\*. Government in separate correspondence will provide reason(s) for rejection.
- Returned. Additional information or correction to the application required by the contractor employee.

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

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

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

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

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

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

(End of Statement of Work)

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**Name of Offeror or Contractor:** Z SYSTEMS CORPORATIONC-2 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR)  
(TACOM)

FEB/2013

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

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

## Statement of Work

C.1.0 BACKGROUND. The US Army Armored Brigade Combat Team (ABCT) Project Management Office (PM) is concurrently fielding vehicle systems and all of the required Total Packaging Fielding (TPF) support which consists of Basic Issue Items (BII), Components of the End Item (COEI), Associated Support Items of Equipment (ASIOE), Additional Authorization List (AAL), Special Tools/Test Equipment (STTE), Authorized Stockage Lists (ASL), and Technical Publications under the TPF logistics framework. Total Packaging Fielding activities include supply requisitioning, staging, inventorying, caretaker stockage, equipment hand-off using property book automation systems, precise documenting and closing out of records, and conducting mandatory reviews such as New Materiel Information Brief (NMIB) and Materiel Requirements List (MRL) generation that supports all Continental United States (CONUS) and Outside the Continental United States (OCONUS) fielding executions.

C.1.1 OBJECTIVE. The purpose of this work effort is to satisfy the Army's requirement for the ABCT Logistics TPF activities. In addition, this effort will ensure successful execution of TPF logistics activities so the US Army has complete and effective sustainment capability at the time of formal hand-off of ABCT vehicle systems for the M88 Recovery Family of Vehicles (FOV), Fire Support platforms, Bradley Fighting Vehicle Systems, M1200 Knight, and Abrams (FOV), and to minimize the workload associated with fielding of new equipment by requiring the Materiel Developer and Fielding Command to do the up-front determination of all TPF requirements, allocate and obligate necessary funding to conduct requisitioning of needed items, perform consolidation of the support items into unit level packages, coordinate the distribution of the major end item and all associated TPF materiel, support new equipment training (NET), and to document transfers/issuances to a central staging site or to the unit itself.

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MOD/AMD

**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

## C.2.0 GENERAL

C.2.1 Contractor shall be fully operational within sixty (60) days of contract award.

C.2.2 The contractor, as an independent contractor, and not as an agent of the Government, for the level of effort specified for this contract shall provide all necessary personnel, facilities, materials and services to perform the specific work and services required by individual Work Directives (WD). The contractor shall have sole responsibility and discretion for the manner and method of performing tasks as specified in this SOW. The contractor shall be responsible for the administration, operation and conduct of all persons they employ to provide services under this contract to include arranging for travel, passports, work visas, legal documentation, associated insurances, medical exams and immunizations, and security, installation and facility clearances.

C.2.3 All work under this contract shall be performed only to the extent authorized by discrete Work Directives that have been approved by the Procuring Contracting Officer (PCO). Work Directives will be generated in an electronic format and transmitted via electronic media that are mutually acceptable to the Government and contractor.

C.2.3.1 The Government has the unilateral right to increase, decrease or prioritize the work to be performed by PCO issuance of a signed Work Directive. It is understood and agreed that such adjustments will be made within the general scope and level of effort of the contract.

C.2.3.2 In the event the contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the deliverables schedule, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the PCO and the Contracting Officer Representative (COR), in writing, giving pertinent details. However, the contractors data shall be informational only in character. This provision shall not be construed as a waiver by the Government of any performance outcome, delivery schedule or date, or any rights or remedies provided by law or under this contract. (CDRL A0010)

C.2.4 The contractor shall comply with the terms of this SOW in strict accordance with applicable Federal, State, and Local (installation and command) regulations and policies, Department of the Army (DA) documents and policies, and Department of Defense (DOD) Regulations and all updates or changes to this SOW during the performance period. The Contractor shall immediately bring to the attention of the PCO, for final resolution, any conflict between compliance with the directives, policies, rules and regulations cited in this contract.

C.2.5 The contractor shall provide the PCO and COR a Quality Control Plan (QCP) at the Start of Work Meeting. The Contractors QCP shall be equivalent to the American National Standards Institute (ANSI)/American Society for Quality Control (ASQC) Q9001, International Standards Organization (ISO) 9001. The QCP shall stipulate Contractors quality assurance procedures to be implemented and maintenance thereof, to affect a quality control program that ensures services are performed in compliance with this SOW and WDs. The QCP shall also contain procedures to identify, prevent, and ensure non-recurrence of the defective services. The Government will notify the Contractor of acceptance or required modifications of the QCP no later than 30 days after QCP submittal. Modification changes must be submitted to the Government NLT 60 days after contract award. (CDRL A0010)

C.2.5.1 The Government will evaluate the contractors performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor is performing in accordance with the SOW and WD requirements standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

C.2.6 The contractor shall manage and control the resources necessary to ensure timely achievement of all of the requirements of this contract in the most economical manner possible. During the period of performance of the contract, close coordination and liaison shall be maintained with the Government. The contractor shall communicate daily via telephonic or other electronic communication with the COR or Functional Technical Representative (FTR) that is the onsite Government ABCT Customer, Program Management (PM) Logistics, Product Support Integration Directorate (PSID), Materiel Fielding Team (MFT), depot and storage site Unit Materiel Fielding Point (UMFP), and warehouse personnel to discuss and inform of the status of the daily operations in the fielding and performance locations. The Contractor shall have electronic data transfer capability in the form of a computer that can send and receive emails and connect to the internet in order to deliver and retrieve fielding related documents to and from TACOM sites.

C.2.7 The contractor shall ensure no individual will manufacture, distribute, dispense, possess or use controlled substances at worksite; endanger persons or property; act in a manner inconsistent with the interest of military security; or act in violation of the Standards of Conduct as prescribed in AR 600-50. The Government reserves the right to restrict access to military facilities, databases, and electronic systems from any individual failing to meet these standards.

C.2.8 The contractor shall maintain all obtained or generated data, information, documents, and associated reports relative to the TPF process for the duration of the contract. The contractor shall prepare an index report of the data and documentation on file. (CDRL A009)

## C.2.9 TELECOMMUNICATIONS AND AUTOMATION SUPPORT

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**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

C.2.9.1 The contractor shall establish telecommunications support with the capability to allow two-way direct line exchange of data (telecommunications, e-mail, and facsimile communications) between the contractors designated home base service center, various project (product) managers' offices, and staging and fielding locations worldwide as delineated by the proposed fielding schedule.

C.2.9.2 All data shall be transmitted to the appropriate system or user via Electronic Data Exchange (EDI) protocols and electronic mail (Email) messaging.

C.2.9.3 The contractor shall have internet support sufficient to access the following online Government supply and document information management systems:

- a. Logistics Modernization Program (LMP)
- b. Logistics Information Warehouse (LIW)
- c. Standard Army Maintenance System Enhanced (SAMS-E)
- d. Standard Army Maintenance System Installation Enhanced (SAMS-IE)
- e. Property Book Unit System Enhanced (PBUSE)
- f. Federal Logistics Data (FED LOG)
- g. Army Force Management Support Agency (FMS WEB-USAFMSA)
- h. Army Electronic Product Support (AEPS)
- i. Total Army Fielding System (TAFS)
- j. Naval Sea Systems Command (NAVSEA) Product Data Reporting and Evaluation
- k. Standard Army Retail Supply System-Level 1 (SARSS-1)
- l. Acquisition Streamlining and Standardization Information System (ASSIST)
- m. Modification Management Information System (MMIS)
- n. Army Knowledge Online (AKO)
- o. DOD Electronic Mall (DOD EMALL)
- p. Defense Automated Message Execution System (DAMES)
- q. Web Visual Logistics Information Processing System (WEBVLIPS)
- r. Other systems cited herein this contract.
- s. Global Combat Support System, Army (GCSS-A)

C.2.9.3.1 The contractor shall provide personnel that are trained, qualified, or certified to operate within specified Government supply and document management information systems listed in paragraph C.2.9.3.

C.2.9.3.2 Training of contractor personnel shall be performed by the contractor at its own expense, except when the Government has given prior approval for training to meet specific requirements that are peculiar to a particular contract performance requirement, in which event the Government would provide necessary funding.

C.2.9.3.3 Prior to contractor personnel accessing any DoD/Army network, completion of DoD Information Assurance Awareness Training (IAAT) is required. Printed certificates will be provided to the COR as proof of training not later than 60 days after contract award and again once every 12 months thereafter.

C.2.9.3.4 Limited training of contractor employees may be authorized when the Government determines it to be in the best interest of the Government and the Government shall provide funding as applicable.

C.2.9.3.5 The Government will not authorize training for contractor employees to attend seminars, symposia, or user group conferences, unless certified by the contractor and the COR that attendance is mandatory for the performance of contract requirements. The PCO shall authorize such training in writing and the Government will reimburse the Contractor for tuition, travel, and per diem, if required.

C.2.9.3.6 Training at Government expense will not be authorized for replacement personnel or for the purpose of keeping contractor personnel abreast of advances in the state-of-the-art, or for training contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

C.2.9.3.7 All Contractor personnel shall have a favorable National Agency Check (NAC) background investigation prior to contract award and prior to accessing these systems.

C.2.9.3.8 An executed Non-Disclosure Agreement (NDA) shall be required for each individual accessing and utilizing the proprietary Logistics Modernization Program (LMP) system in performance of TPF activities.

C.2.9.3.9 The contractor shall ensure prompt and timely input and retrieval of data within these systems for all TPF Program work processing. Data input, retrieval, and maintenance shall not be delayed for a period of time greater than three (3) working days per TPF element processing cycle.

C.2.10 PROGRAMMATIC SUPPORT

**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

C.2.10.1 Start of Work Meeting. The contractor shall participate in a start of work meeting within five (5) business days after contract award at TACOM. The start of work meeting may last up to two (2) business days. The Contractor shall go over its Technical Execution Plan (TEP) in preparedness to initiate and manage TPF contract requirements to achieve full operational capability by sixty (60) days after contract award; this includes warehouse facilities preparation and establishment. The meeting shall also facilitate key personnel introductions, ensure a common understanding of contract requirements, and identify respective obligations and responsibilities of the contractor and Government. The contractor shall prepare electronic copies of meeting documents, minutes and action items.

C.2.10.2 Monthly Status Report. The contractor shall prepare a monthly status report reflecting the current program status, financial performance data and technical services information. (CDRL A002)

C.2.10.3 In-Progress Reviews (IPR). The contractor shall conduct a quarterly IPR at a designated time and location as specified by the COR and agreed upon by the contractor. The contractor shall prepare an advanced copy of the IPR briefing materials. The contractor shall prepare electronic copies of meeting documents, minutes and action items. (CDRLs A001 and A003)

C.2.11 Reserved.

C.2.12 PLACE OF PERFORMANCE: The contractor shall be required to provide personnel for TPF support to the following CONUS and OCONUS locations as planned:

## CONUS/STATESIDE LOCATIONS

Camp Atterberry (Edinburgh), IN	Ft Hood (Killeen), TX
Camp Dodge (Johnston), IA	Ft Irwin (Barstow), CA
Camp Gruber (Muskogee), OK	Ft Riley (Junction City), KS
Camp Ripley (Little Falls), MN	Ft Sill (Lawton), OK
Camp Shelby (Hattiesburg), MS	Ft Stewart (Savannah), GA
Ft Bliss (El Paso), TX	Gowen Field (Boise), ID
Ft Bragg (Fayetteville), NC	Greenbelt, MD
Ft Campbell (Clarksville), KY	Schofield (Honolulu), HI
Ft Carson (Colorado Springs), CO	Sterling Heights, MI
Ft Drum (Watertown), NY	

## NATIONAL GUARD BUREAU (NGB) CONUS/STATESIDE LOCATIONS

Burlington (NGB), VT	New Lisbon (NGB), WI
Dallas (NGB), TX	Picatinny (NGB), NJ
Fayetteville (NGB), NC	Portland (NGB), OR
Ft Smith (NGB), IL	Sacramento (NGB), CA
Jackson (NGB), MS	San Diego (NGB), CA
Jena (NGB), LA	Helena (NGB), MT
Lakewood (NGB), WA	Hing (NGB), (Honolulu) HI
Lebanon (NGB), PA	Knoxville (NGB), TN
Miami (NGB), FL	

## OCONUS/OVERSEAS LOCATIONS

Camp Carroll (Waegwan-ri), South Korea  
Camp Casey (Dongducheon), South Korea  
Grafenwoehr, Germany

The CONUS/OCONUS fielding locations are subject to change. The contractor will be notified within thirty (30) days by the Government PCO of fielding schedule changes.

The contractor shall operate in Government provided facilities, unless indicated otherwise in the WD, in which case, the Contractor shall provide for its own CONUS-based facilities.

## C.3.0 TOTAL PACKAGE FIELDING LOGISTICS MANAGEMENT

C.3.1 The contractor shall prepare a weekly TPF Status Report. (CDRL A004)

C.3.2 The contractor shall prepare and maintain a Materiel Requirements List for each fielding that will identify each Gaining Units requirements for the following categories (CDRL A005):

- End-Items with or without Basic Issue Items (BII)
- Associated Support Items of Equipment (ASIOE)

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- c. Special Tools and Test Equipment (STTE) and Test Program Sets (TPS)
- d. Test Measurement and Diagnostic Equipment (TMDE)
- e. Initial Issue Spare/Repair Parts
- f. Technical Manuals and Publications (Starter Set)
- g. Caretaker Stocks
- h. Special Mission Kits and Outfits

C.3.2.1 The contractor shall generate the appropriate transactions to keep the TPF packages in the US Army Supply System database in agreement with the MRL as changes are made to it as it goes from a Draft to a Final document. The contractor shall maintain the MRLs with real-time information and use The Total Army Fielding System (TAFS see <http://aeps.ria.army.mil>) (if using DA Form 5682), or other approved automated formats containing identical information used by the Army to track all TPFs.

C.3.2.2 Using the Mission Support Plan provided by the Gaining Command (GC) or support information obtained from other sources, the contractor shall prepare a Draft MRL for FTR review prior to sending to the GC. The contractor shall conduct an MRL coordination meeting with the GC in conjunction with New Materiel Information Briefing (NMIB) using the draft MRL prior to de-processing and handoff of vehicles. Results obtained from the MRL Review will be used to create the Final MRL. CDRL A005

C.3.2.3 The contractor shall maintain an administrative audit trail of recorded changes made to each MRL as it goes from a Draft to a Final document.

C.3.2.4 Concurrently with the submission of the Final MRL, the contractor shall execute the requisitioning and ordering process for all initial issue support items (Class II, VII, and IX parts), subject to verification of funding availability as provided by Government. The contractor shall be responsible for submitting appropriate transactions using Government approved supply management information database and correcting all rejects. The TPF package items must match the quantities in the Final MRL.

C.3.2.5 After completion and delivery of Final MRL to FTR, the contractor shall submit a detailed listing of items to include costs that are needed to be requisitioned from the Government supply system. The FTR will verify that funds are available to support the requirements.

C.3.2.6 The contractor shall monitor and track requisition supply status and package fill rate by coordinating with the item managers and respective depot agencies.

C.3.7 The contractor shall establish and maintain an Army Publication Directorate (APD) account (<http://www.apd.army.mil>) and provide starter sets of technical manuals listed in each MRL to the GC.

C.3.7.1 The contractor shall provide an annual publication requirement forecast to APD. The Contractor may acquire technical manuals from other means, in conjunction with FTR/COR coordination, to meet necessary mission requirements. If there is a monetary cost for acquisition of publications outside Government printing and distribution channels, the contractor shall provide advanced notice to FTR with an itemized list to include cost for production. The FTR will verify whether funds are available to support the requirements.

C.3.8 The contractor shall conduct a Joint Supportability Assessment (JSA) at least 90 days before OCONUS fielding and 60 days before CONUS fielding IAW DA Pam 700-142. During the JSA, the contractor shall advise the Government Fielding FTR and TPF Lead of projected shortages of equipment and support items and any deficiencies which would impact the operation, maintenance or support of the system. This includes identification of backordered items by document number and the expected date of delivery. The contractor shall obtain a Department of Army Master Priority List (DAMPL) from the Government of all unavailable TPF items required for GC review and redistribution decisions.

C.3.9 Contractor shall initiate a Call Forward Memorandum for movement of TPF Materiel from Unit Materiel Fielding Point (UMFP) or other TPF storage location, to the Fielding Site. The Call Forward shall be submitted as required by milestones established in AR 700-142/DA PAM 700-142 to the appropriate FTR. The contractor shall monitor the shipment and movement of all TPF materiel and report (telephonically and email) any shortages or long lead items to the FTR.

C.3.10 The contractor shall maintain a list of shortages for all TPF materiel, Supply Discrepancy Reports (SDR), and Product Quality Deficiency Reports (PQDR). Contractor by accessing LIW to review requisition status at <https://liw.logsa.army.mil/index.cfm?fuseaction=login.main> and by accessing Product Data Reporting and Evaluation at the Navy Sea Logistics Center site to process SDR/PQDRs at <https://www.nslcptsmh.csd.disa.mil/pdrep/pdrep.htm>

**C.4.0 TOTAL PACKAGE FIELDING of ABCT VEHICLE SYSTEMS**

C.4.1 The contractor shall conduct fielding site setup, rock drills in coordination with Gaining and Fielding Command, and logistics resources during de-processing in conjunction with USG. If there is a materiel/equipment and monetary cost to establish the site, contractor shall immediately provide FTR with an itemized list to include cost.

C.4.2 The contractor shall accomplish the inventory of the end item and all TPF materiel being fielded at the hand-off point and participate in the joint inventory of the TPF items. This includes the following:

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- a. Secure all DA Form 1687s (signature cards), assumption of command memorandum from all signature card holder participants
- b. Conduct on site briefing on the layout and hand off procedures
- c. Perform joint inventory with gaining command during handoff of TPF support items of equipment. TPF support items include; Basic Issue items (BII), Associated Support Items of Equipment (ASIOE), Special Tools and Test Equipment (STTE) and Test Program Sets (TPS), Authorized Stockage List (ASL), customer documentation packet, Technical Manuals and Publications, and Caretaker (PM) StocksExecute security, protection, control, and accountability measures necessary for sensitive items

C.4.3 The contractor shall prepare, for the gaining and fielding commands signature, a joint inventory report; DA Form 5684 IAW DA Pam 700-142 supported by DA Form 3161 or DA Form 2062. The Contractor shall provide the requisite document copies to gaining command and the appropriate FTR for each unit fielding.

C.4.4 At time of hand-off, the contractor shall formally transfer accountability via Property Book Unit Supply Enhanced (PBUSE) of all TPF materiel. This includes contacting the gaining units Property Book Officer (PBO) and verifying the Line Item Number (LIN) serial numbered items have been accepted into the gaining commands property book and appropriate documentation signature.

C.4.4.1 The contractor shall record and maintain a database whereby major end items and serial numbered assemblies can be easily traced to the receiving unit and provide serial number information to the appropriate FTR. This database shall contain the serial number, hand-off date, receiving units DODAAC, model number and registration number of each major item.

C.4.5 The contractor shall assist the gaining command as requested by the gaining command with the processing of any supply transactions that are required and described in the customer documentation packet. Supply transactions can be for Class II, VII, or XI TPF items.

C.4.6 The contractor shall conduct a close-out of the U.S. Army wholesale and retail Supply System requisitions for Class VII and Class IX.

C.4.7 The contractor shall arrange for shipment of all TPF items to and from the Fielding locations. This includes coordination with local US Army Directorate of Logistics (DOL) transportation and the Government ABCT Customer needed for obtaining disposition instructions and other shipping requirements. The Contractor shall provide all shipping and tracking information to the recipient (the return addressee) of the shipment.

C.4.7.1 The contractor shall track the movement of materiel through the DOD Transportation System, through the use of LIW, from depots to the hand-off site. In addition, the Contractor shall coordinate with the Military Surface Deployment and Distribution Command Engineering Agency (SDDCTEA), DCAS offices, Depots, TACOM Materiel Fielding Team, Total Package Fielding Logistics Supply Warehouse, CONUS and OCONUS ports, and others in the supply chain responsible for the movement of materiel from source to hand-off sites to ensure delivery of requisitioned items IAW fielding schedules.

C.4.7.2 Contractor personnel shall comply with Defense Transportation Regulation (DOD 4500.9-R), International Maritime Organization (IMO) - International Maritime Dangerous Goods Code, International Air Transport Association (IATA) - Dangerous Goods Regulation, and Department of Transportation (DOT) 49 Code of Federal Regulations (CFR), and applicable U.S. Military Transportation Regulations.

C.4.8 The contractor shall prepare a TPF After Action Report (AAR) following each fielding event and submit to the Gaining Command and the ABCT Fielding Manager within seven (7) calendar days. The contractor shall prepare, for the gaining and fielding commands signature, a joint inventory report, DA FORM 5684-R in accordance with AR and DA Pam 700-142 and requisite copies along with the TPF AAR. (CDRL A006)

C.4.9 The contractor shall manage the effort for building, tracking and hand-off of tailored packages for Army Prepositioned Stock (APS), Regional Training Site- Maintenance (RTS-M) equipment, Training Bases and readiness initiatives for previously fielded systems, as prescribed and issued in Work Directives.

**C.5.0 TOTAL PACKAGE FIELDING WAREHOUSING OPERATIONS**

C.5.1 The contractor shall provide facilities for closed and open storage with security fencing and safeguard measures that include a surveillance system that meets the requirements of AR 190-13, The Army Physical Security Program, and AR 190-51, Security of Unclassified Army Property (Sensitive and Non-Sensitive). Facilities shall be approximately 25 to 50 statute miles radius from US Army Ft. Hood (TX) installation. Government preference is for facilities to be within close proximity (no greater than 10 statute miles) access of a rail spur (loading-offloading operations) for railroad freight transport. The facility, or a portion thereof, shall provide approximately between 80,000 and 100,000 square feet of dedicated warehouse space. This facility must have at least 75% interior warehouse space.

C.5.1.1 The interior portion of warehouse space shall be capable providing climate control in the form of proper shelter and ventilation to protect items from corrosion or early expiration. It will be used, to the maximum practicable extent, to store only those TPF items that obtain optimum benefit from climate controlled storage location. The Contractor shall implement humidity control management and maintenance techniques to minimize energy consumption and still assure an acceptable CH environment.

C.5.1.2 Internal facility storage shall provide sufficient space to stock, store, and prepare for transit total package fielding items.

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The internal storage space (includes shelving) shall provide correct clearances for TPF material from sprinklers and firewalls per applicable safety regulations. The internal facility space shall allow for safe and adequate maneuverability in, around and through loading areas, bay doors, and aisles for all material handling equipment.

C.5.1.3 Administrative and personal service areas based on workload and personnel requirements may be within the warehouse internal perimeter and grouped together to take maximum advantage of space economy, but shall not exceed greater than 10% of internal closed warehouse space.

C.5.1.4 The facility yard must accommodate (storage and unrestricted movement) of up to interstate-capable tractor-trailer or 53-Foot Conex container on trailer, commercial domestic and international shipping container, and the delivery and pickup of palletized packages on trailer.

C.5.2 The contractor shall perform all necessary warehouse functions for Classes of Supply II, III (P), VII and IX that meets the requirements of AR 740-3, Stock Readiness. This includes the management of warehouse operations for requisitioning, receiving, organizing, storing, repackaging, issuing, shipping, transportation coordination, and reparable item management. The contractor shall utilize funds allocated by fund code and accounting processing code assigned for each requisitioning project.

C.5.3 The contractor shall utilize a computer software database application that is capable of the following:

- a. Receive, process, and account for the Total Package Fielding (TPF) Authorized Stockage List (ASL) and support items of equipment
- b. Input the units DODAAC in the documentation fields and be able to produce 1348-1As with bar code strips compatible with gaining command Retail Supply System.
- c. Consolidate, account for, and reconcile all TPF due-in receipts and inventory statuses

C.5.4 The contractor shall identify items of supply and determine disposition based on serviceability classifications. The contractor shall conduct disposition processing which includes return to stock, turn-in, Defense Reutilization Management Office (DRMO), internal refurbish and external refurbishment.

C.5.5 The contractor shall conduct refurbishment and kitting of TPF items in accordance with AR 700-142 and DA Pam 700-142. The contractor shall refurbish TPF materiel to include cleaning, testing and reconditioning equipment to serviceable condition.

C.5.6 The contractor shall classify serviceability, inventory, assemble and pack BII and STTE IAW applicable technical manuals, supply catalog, or other Government provided documentation. The contractor shall pre-pack BII and STTE in support of forecasted fielding plans. The TPF packages shall be shipped and delivered as stated in the Government furnished call forward letter to the fielding site thirty (30) days prior to issue to Gaining Command.

C.5.7 The contractor shall utilize the Standard Army Maintenance System Enhanced (SAMS-E) to manage CL IX repair parts supporting de-processing phase through new equipment training phase (NET). This includes managing repair parts inventory, requisitions, job orders for maintenance, and funds supporting de-processing through NET. The Contractor shall utilize the Standard Army Maintenance System Installation Enhanced (SAMS-IE) to manage CL II Basic Issue Items supporting gaining command.

C.5.8 The contractor shall utilize the Property Book Unit System Enhanced (PBUSE) to account for end items and those items requiring property book accountability.

C.5.9 The Contractor shall utilize Logistics Information Warehouse (LIW) and available web-based tools to ascertain status and submit discrepancy reports of either shipping and packaging issues (SDR, PQDR) [DA Pam 700-142 paragraph 4-7] by accessing LIW at <https://liw.logsa.army.mil/index.cfm?fuseaction=login.main> and by accessing Product Data Reporting and Evaluation at the Navy Sea Logistics Center site at <https://www.nslcptsmh.csd.disa.mil/pdrep/pdrep.htm>

C.5.10 The contractor shall track status of due-outs to the Gaining Command and conduct follow on shipments until fielding is complete.

C.5.11 The contractor shall prepare cost analysis data for replace and repair man hours and parts associated with ABCT vehicle repairs utilizing SAMS-E (data source) during the Materiel Fielding Teams support of de-processing through new equipment training. (CDRL A007)

C.5.12 The contractor shall prepare monthly refurbishment cost reports to Government which includes internal and external refurbishment costs, completed TPF packages executions, on-hand inventories, and identified inventory adjustments discrepancies greater than \$500 USD. (CDRL A004)

C.5.13 The contractor shall incorporate and utilize Radio Frequency Identification Devices (RFID) to track shipments. This includes the use of RFID tags to track end items and containers shipped CONUS and OCONUS IAW DFARS 252.211.7006.

C.5.14 The contractor shall implement a Hazardous Material (HAZMAT) program in the performance of the work under this SOW/WD. The contractors HAZMAT program shall incorporate use of DOD adopted the National Aerospace Standard 411 (NAS 411) Hazardous Materials Management Program (HMMP) as a guide in the performance of TPF warehouse operations involving HAZMAT. The purpose of this program is to eliminate or minimize (where elimination is not possible) hazardous and environmentally unacceptable materials and ensure protection of human health and the environment IAW DODI 4715.4, Pollution Prevention.

C.5.14.1 The contractor shall use the Government Hazardous Materials Information Resource System (HMIRS) and include such in the HMMP. The HMIRS is a DOD information system that assists personnel who manage or use HAZMAT IAW AR 700-141, Hazardous Materials Information Resource System. It contains safety, health, packaging, labeling, transportation, and disposal information regarding materials used by

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DOD activities. The HMIRS is administered by the Defense Logistics Agency (DLA) and data are input by DOD components, the U.S. Coast Guard, and the General Services Administration (GSA). The primary source of the information in the HMIRS comes from the manufacturer's MSDS. The HMIRS is published as subscriptions in restricted and unrestricted versions. These subscriptions are identical with the exception that the restricted version contains information that the manufacturer has designated as proprietary information. Much of this information is provided through the HMIRS Web site at <http://www.dlis.dla.mil/hmirs>. All HAZMAT used, stored and/or handled by Army commands and supporting activities will be labeled in accordance with 29 CFR 1910.1200(f), MIL-STD 129P(2), DODI 6050.05, Enclosure 3, and TM 38-410. Radiological items also will be labeled in accordance with 10 CFR 20 and AR 11-9. For chemical items and, eventually, radiological items, the hazard warning label information may be obtained from the Web site (<http://www.dlis.dla.mil/hmirs>) to comply with these requirements.

Instructions for Access to HMIRS: ([http://www.dlis.dla.mil/HMIRS/hmirs\\_registrationform.asp](http://www.dlis.dla.mil/HMIRS/hmirs_registrationform.asp))

C.5.14.2 Hazardous waste generated incidental to the execution of service shall be disposed of by the contractor and at the contractors expense. The contractor is liable for any enforcement actions, fines, and/or penalties resulting from their failure to comply with applicable local, state, and federal environmental requirements.

C.5.14.3 The contractor personnel involved with the storage of HAZMAT items and the preparation and shipment for transportation shall be fully trained and certified on handling HAZMAT, waste management, and environmental awareness throughout the life of this contract. The contractor shall provide the required training and certification of personnel at no additional cost to the Government.

C.5.14.4 The contractor shall conduct, upon receipt of used or new shipments, an inventory of US Army material to identify radioactive commodities. If radioactive commodities are identified, they shall immediately relocate them to a secured location on US Army installations. The contractor shall perform work only on US Army installations with licensed radioactive commodities. The supply distribution functions will be limited to storage and redistribution of licensed commodities.

C.5.14.5 The contractor shall follow the US Army Safety Program IAW, AR 385-10, Army Radiation Safety Program and DA Pam 385-24, The Army Radiation Safety Program requirements, and applicable Nuclear Regulatory Commission (NRC) license conditions pertaining to the supply management of radioactive commodities under contract. Oversight of the scope of work will be under the supervision of the designated Radiation Safety Officer (RSO) for the installation or mission. The contractor shall notify the applicable US Army Safety Office when radioactive materials or radiation generating equipment is brought onto an US Army facility to perform work. The use and possession and distribution of hazardous materials (includes radiation sources) shall be in compliance with local US Army operating and safety procedures, and State and Federal regulations.

C.5.14.6 The contractor employees who will be handling licensed radioactive commodities (chemical agent detectors and tritium fire control devices) shall complete the TACOM-RI Radiation Safety Course located in AKO under Army learning Management System training. This course must be completed prior to taking possession of any of the aforementioned radioactive commodities. This course requires a Government provided CAC smartcard to access the training module. The TACOM LCMC NRC License RSO will sponsor the student in AKO. The contractor shall provide the TACOM LCMC License RSO with proof of the students full name, DOB, and country citizenship via email to <mailto:thomas.gizicki@us.army.mil> to initiate sponsorship. The TACOM license RSO will provide the student directions of how to access the radiation safety course in AKO. Upon successful completion of the pass fail course the contracted employee may begin to work with the licensed commodity. Students successfully completing the course will provide a copy of the training certificate to the TACOM LCMC NRC license RSO.

C.5.14.7 DOD Directives are available at <http://www.dtic.mil/whs/directives>. United States Codes (USC) are available at <http://www.gpoaccess.gov/uscode/>. Executive Orders are available at [http://www.archives.gov/federal\\_register/executive\\_orders/disposition-tables.html](http://www.archives.gov/federal_register/executive_orders/disposition-tables.html). Codes of Federal Regulations (CFR) are available at <http://www.gpoaccess.gov/cfr/index.html>. International Organization for Standardization standards are available at <http://www.webstore.ansi.org>. US Dept of Transportation for Hazardous Materials Safety standards and guidelines are available at <http://phmsa.dot.gov/hazmat>.

#### C.6.0 GOVERNMENT FURNISHED FACILITIES, PROPERTY, EQUIPMENT AND SERVICES

C.6.1 The Government will provide office space, office supplies, computer equipment, internet and web access, telephone and reproductions facilities at Government installations/fielding locations, as required for the performance of each WD.

C.6.2 Government Furnished Property includes Facilities, Equipment, Materials, and Special Tooling. The Contractor performing TPF work shall comply with Government Property (GP) requirements contained in Federal Acquisition Regulation (FAR) Part 45, Clauses 52.237-2, 52.245-1, 52.245-2, and 52.245-5.

C.6.2.1 An 11,250 square-foot Government warehouse facility fully equipped with shelving, storage, office space, and material handling equipment on the Fort Hood (TX) installation, is available for contractor performance of TPF work. The contractor has the option to utilize this facility and equipment under this contract. Permission to use this facility and equipment must be requested in the submittal of proposal. The use, care, and security of the facility and equipment shall be IAW regulations and clauses contained in this contract.

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## C.7.0 TRAVEL

C.7.1 Contractor personnel shall be required to travel in order to perform TPF tasks as listed in Work Directives.

C.7.2 The Government COR or designated Functional Technical Representative must authorize all travel in advance. The contractor shall be responsible for obtaining approval (electronic mail is acceptable) in advance of each travel event by following the steps in attachment XX, Travel Approval Process. The contractor shall provide a written certification that funds are available on the appropriate contract CLIN to complete the travel.

C.7.3 Authorized travel expenditures shall be payable as a direct cost and completed vouchers must be included with detailed invoice sheets uploaded in Wide Area Workflow (WAWF) for inspection by the COR prior to acceptance signature and DFAS reimbursement.

C.7.4 Contractor shall use the lowest available airfare IAW FAR 52.247-63 Preference for US Flag Air Carriers and accommodations available during normal business hours. Reimbursement for lodging and incidental expenses will be considered reasonable and allowable to the extent the costs do not exceed the rates allowed by the Joint Travel Regulation as it applies to civilian employees of the US Government.

C.7.5 The contractor shall prepare a trip report to include date, time and location of travel, summary of the activities and hours onsite, accomplishments, names and agencies collaborated, and action items. (CDRL A008)

## C.8.0 Reserved.

C.9.0 DELIVERABLES. The data requirements for the above work shall be delivered in accordance with the Contract Data Requirements List (CDRL):.

CDRL Number, Title, Data Item Number (Requirement)

A001, Meeting Minutes, DI-ADMIN-81505

A002, Monthly Status Report, DI-ADMIN-80368/A

A003, In-Progress Meeting, DI-MGMT-81605

A004, TPF Status Report, AR 700-142

A005, Materiel Requirements List (MRL), AR 700-142

A006, After Action Report (Final AAR), DI-ADMIN-81250/A

A007, Analysis Data, DI-MISC-80508/A

A008, Trip Report, DI-ADMIN-81250/A

A009, Data Accession List (DAL), DI-MGMT-81453/A

A010, Contractor's Quality Control Plan

## C.10.0 SECURITY.

C.10.1 All contractor personnel must maintain a favorable National Agency Check (NAC) background investigation before accessing the TACOM databases and Local Area Network in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as Controlled Unclassified Information (CUI) and For Official Use Only (FOUO). The contractor shall not release any information or data to third parties without the express written approval of the USG Contracting Officer. The contractor shall have access to Government data for the accomplishment of work under this agreement. Contractors shall conform to all security requirements as specified herein this contract.

## C.10.2 RESERVED

C.10.3 Certain Government systems require official System Access Authorization Request (SAAR) approval prior to contractor receiving ADP access. The Contractor is responsible to complete the all required form entries in SAAR processing.

C.10.4 Personally Identifiable Information (PII) must be afforded the protection extended to For Official Use Only category of document designation. PII is considered information that, if wrongfully released, could reasonably be expected to constitute an unwarranted invasion of the personal privacy of an individual. As such, PII is exempt from mandatory disclosure under the Freedom of Information Act (FOIA), exemption 6. Therefore, the contractor shall adhere to Privacy Policies when transmitting forms and correspondence documents to the Government. Information on PII is available at <http://www.dod.mil/pubs/foi/privacy/policy.html>.

C.10.5 Controlled Unclassified Information (CUI) provided to or generated pursuant to the TPF Program will be protected. The procedures for the protection of CUI are outlined below. The definition of CUI is unclassified information to which access or distribution limitations have been applied according to national laws, policies and regulations of the US Government. It includes information that is exempt from public disclosure or that is subject to export controls according to the International Traffic in Arms Regulation (ITAR), the Export Administration Act (EAA), and/or the Arms Export Control Act (AECA).

C.10.5.1 Following are the minimum requirements for the protection of CUI:

a. Storing/Handling. CUI must be locked in a desk, file cabinet, office or any other means to preclude unauthorized access, when not in use; CUI may not be displayed in a public place, such as an airport, airplane, and restaurant or train station; computers used for processing CUI do not need to be accredited for classified use; personally-owned computers are not authorized for processing CUI

b. Disposal. Disposal requires that the information be destroyed in such a manner so as not to be easily reconstructed such as

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shredding; computer disks must be reformatted, shredded or degaussed before being disposed of or transferred to another office

c. Transmission. Transmission of CUI by voice or facsimile (telephone, fax, VTC, etc.) shall be by approved secured communication systems, whenever possible; CUI may not be transmitted through unencrypted electronic mail or the internet

C.10.5.2 Unauthorized Disclosure of CUI. Unauthorized disclosure of CUI does not constitute an unauthorized disclosure of classified information for security purposes. Administrative action shall be taken, however, to ensure that the unauthorized disclosure of information is contained, and appropriate re-education is provided to those responsible. The unauthorized disclosure shall be reported to the Government PEO GCS Security Office. Prior to authorizing the release of Controlled Unclassified Information to subcontractors, vendors, suppliers, etc., the contractor shall ensure they are legally bound to control such information..

C.10.6 The contractor shall obtain required identification cards, tags, and badges IAW AR 600-8-14.

C.10.7 The contractor shall ensure the security and accountability of all Government equipment, information, and property provided for Contractor use. At the close of each work day, Government facilities, equipment, and materials shall be secured by item or class of supply as specified in AR 710-2. The Government assumes no responsibility for contractor-owned property.

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

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SECTION E - INSPECTION AND ACCEPTANCE

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	JAN/2009

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

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

- [ ] ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system
- [ X ] 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.

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

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

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

[End of Clause]

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## SECTION F - DELIVERIES OR PERFORMANCE

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.242-4022 (TACOM)	DELIVERY SCHEDULE	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 delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
		Not applicable

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	Performance Completion Date
0001AA	1	08/31/2014
0002AA	1	08/31/2014
0002AB	1	08/31/2014
0003AA	1	08/31/2014
0004AA	1	08/31/2014
0005AA	1	08/31/2014
0005AB	1	08/31/2014
0005AC	1	08/31/2014
0006/A001	1	SEE DD FORM 1423
0006/A002	1	08/31/2014

(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:

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(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

## F.1 PERIOD OF PERFORMANCE

Work directive period of performance: the period of performance for the effort specified in the work directives is captured in each work directive document as well as the corresponding CLIN(s).

Contract period of performance: the Government shall have the unilateral right to award additional level-of-effort hours for up to one year from the date of contract award.

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

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	OBLIGATED AMOUNT
0001AA	7236B25172	1	A.0009261.1.3.2.3.22	AA	\$ 853,092.77
0002AA	EH3CR087EH	1	S.0015463.1.4	AB	\$ 158,233.23
0002AB	7216F43072	1	A.0009226.1.3.15	AC	\$ 158,233.23
0003AA	JM2A2013JM	1	A.0009330.1.2.7.1	AD	\$ 153,061.48
0004AA	473FAM0647	1	A.0008737.3.3.5.4	AE	\$ 987,318.50
0005AA	7236B25072	1	A.0009261.1.3.2.3.18	AF	\$ 1,147,742.15
0005AB	473FAM0547	1	A.0008737.3.3.5.3	AG	\$ 939,371.94
0005AC	JM2A2014JM	1	A.0009330.1.2.7.2	AH	\$ 24,170.87
TOTAL					\$ 4,421,224.17

ACRN	ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
AA	021 201320152033 A5XGJ GZ2400ARU08 3109 L034614605 A.0009261.1.3.2.3.22	021001 \$ 853,092.77
AB	021 201320132020 A60EE 123207AMTE 2577 L034311570 S.0015463.1.4	021001 \$ 158,233.23
AC	021 201120132035 A5XGJ B78500AFL6Y 3109 L034614509 A.0009226.1.3.15	021001 \$ 158,233.23
AD	021 201220142033 A5XGJ GA0570ARU05 251C L034625462 A.0009330.1.2.7.1	021001 \$ 153,061.48
AE	021 201320152033 A5XGJ GA0700ARU01 3109 L034605166 A.0008737.3.3.5.4	021001 \$ 987,318.50
AF	021 201320152033 A5XGJ GZ2400ARU08 3109 L034614601 A.0009261.1.3.2.3.18	021001 \$ 1,147,742.15
AG	021 201320152033 A5XGJ GA0700ARU01 3109 L034605164 A.0008737.3.3.5.3	021001 \$ 939,371.94
AH	021 201220142033 A5XGJ GA0570ARU05 251C L034625679 A.0009330.1.2.7.2	021001 \$ 24,170.87
TOTAL		\$ 4,421,224.17

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION	OBLIGATED AMOUNT
0001AA	AA	021 201320152033 A5XGJ GZ2400ARU08 3109 L034614605 A.0009261.1.3.2.3.22	021001
0002AA	AB	021 201320132020 A60EE 123207AMTE 2577 L034311570 S.0015463.1.4	021001
0002AB	AC	021 201120132035 A5XGJ B78500AFL6Y 3109 L034614509 A.0009226.1.3.15	021001
0003AA	AD	021 201220142033 A5XGJ GA0570ARU05 251C L034625462 A.0009330.1.2.7.1	021001
0004AA	AE	021 201320152033 A5XGJ GA0700ARU01 3109 L034605166 A.0008737.3.3.5.4	021001
0005AA	AF	021 201320152033 A5XGJ GZ2400ARU08 3109 L034614601 A.0009261.1.3.2.3.18	021001
0005AB	AG	021 201320152033 A5XGJ GA0700ARU01 3109 L034605164 A.0008737.3.3.5.3	021001
0005AC	AH	021 201220142033 A5XGJ GA0570ARU05 251C L034625679 A.0009330.1.2.7.2	021001

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

G-1 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS MAY/2013

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher.

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

Applicable inspection and acceptance points per work directive.

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	W56HZV
Admin DoDAAC	S4402A
Inspect By DoDAAC	See 52.232-4087 in Section A
Ship To Code	NA
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	See 52.232-4087 in Section A
Service Acceptor (DoDAAC)	See 52.232-4087 in Section A
Accept at Other DoDAAC	NA
LPO DoDAAC	NA
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

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

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

brianne.m.woodell.civ@mail.mil

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(g) WAWF point of contact.

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

Sean Walsh: (586) 282-7214

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

(End of clause)

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

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

[End of Clause]

G-3            52.232-4087            PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)            AUG/2012

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 AWARD OF LEVEL-OF-EFFORT HOURS DURING CONTRACT PERIOD OF PERFORMANCE

The Government will not obligate more than \$6,743,015 or authorize more than 97,240 level-of-effort hours on this contract. The current number of level-of-effort hours authorized by the Government under this contract is 63,551.8. The Government may exercise the option to award 33,688.2 additional level-of-effort hours under this contract. The Government may incrementally exercise this option at its discretion during the period of performance delineated in Section F.1 of this contract.

The following labor rates are applicable during the period of performance defined in section F.1:

## CLIN 0001 (including all subCLINs):

- Estimated Cost Per Hour: \$49.92
- Fixed-Fee Per Hour: \$2.50
- Total Cost-Plus-Fixed-Fee: \$52.41

## CLIN 0002 (including all subCLINs):

- Estimated Cost Per Hour: \$52.69
- Fixed-Fee Per Hour: \$2.63
- Total Cost-Plus-Fixed-Fee: \$55.32

## CLIN 0003 (including all subCLINs):

- Estimated Cost Per Hour: \$50.17
- Fixed-Fee Per Hour: \$2.51
- Total Cost-Plus-Fixed-Fee: \$52.68

## CLIN 0004 (including all subCLINs):

- Estimated Cost Per Hour: \$43.22
- Fixed-Fee Per Hour: \$2.16
- Total Cost-Plus-Fixed-Fee: \$45.38

## CLIN 0005 (including all subCLINs):

- Estimated Cost Per Hour: \$42.68
- Fixed-Fee Per Hour: \$2.13
- Total Cost-Plus-Fixed-Fee: \$44.81

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

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

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

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

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

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

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they

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will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

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

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

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

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

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

## SECTION I - CONTRACT CLAUSES

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

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2013
I-13	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-22	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-23	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-26	52.216-8	FIXED FEE	JUN/2011
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-33	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-35	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-36	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-37	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-46	52.232-1	PAYMENTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002

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I-48	52.232-17	INTEREST	OCT/2010
I-49	52.232-22	LIMITATION OF FUNDS	APR/1984
I-50	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-51	52.232-25	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)	FEB/2002
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-53	52.233-1	DISPUTES	JUL/2002
I-54	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-55	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-56	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-57	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-62	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-63	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-64	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-65	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-66	52.248-1	VALUE ENGINEERING	OCT/2010
I-67	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-68	52.249-14	EXCUSABLE DELAYS	APR/1984
I-69	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-70	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-71	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-72	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-73	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-74	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-75	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-76	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-78	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	FEB/2013
I-79	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-80	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-81	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-82	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-83	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-84	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-85	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-86	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-87	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-88	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-89	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-90	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-91	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-92	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-93	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-94	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-95	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-96	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-97	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-98	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-99	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-100	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-101	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-102	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-103	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-104	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012

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I-105	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-106	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-107	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-108	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-109	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-110	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-111	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-112	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-113	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

## (b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

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(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

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(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

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(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent

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liability.

(End of Clause)

I-114      52.217-8      OPTION TO EXTEND SERVICES      NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

(End of Clause)

I-115      52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT      MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within-30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one and one half years.

(End of Clause)

I-116      52.222-42      STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES      MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:  
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

I-117      52.244-2      SUBCONTRACTS      OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions

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(including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: -1-

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

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(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: -2-

I-118            252.203-7004            DISPLAY OF FRAUD HOTLINE POSTER(S)            DEC/2012

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

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

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

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

NA

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-119            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-120

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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	PIIN/SIIN W56HZV-13-C-0368	MOD/AMD

**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

The Contractor represents that it [X] is, [ ] is not a small business concern under NAICS Code 541330 assigned to contract number W56HZV-13-C-0368.

(End of clause)

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

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

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

Material (If none, insert None)	Identification No.
NONE	

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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PIIN/SIIN W56HZV-13-C-0368

MOD/AMD

**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

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

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

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

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

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

## Warning

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

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

(End of Clause)

I-123 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-124 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-125 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 48 of 49</b>
	PIIN/SIIN W56HZV-13-C-0368	MOD/AMD

**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-126            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            MAR/2005

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

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

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

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

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

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

[End of Clause]

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

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PIIN/SIIN W56HZV-13-C-0368

MOD/AMD

**Name of Offeror or Contractor:** Z SYSTEMS CORPORATION

## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001 MEETING MINUTES	05-JUN-2013	001	DATA
Exhibit B	CDRL A002 MONTHLY STATUS REPORT	05-JUN-2013	001	DATA
Exhibit C	CDRL A003 IN-PROGRESS BRIEFING	05-JUN-2013	001	DATA
Exhibit D	CDRL A004 TPF PACKAGE STATUS REPORT	05-JUN-2013	002	DATA
Exhibit E	CDRL A005 MATERIAL REQUIREMENTS LIST	05-JUN-2013	001	DATA
Exhibit F	CDRL A006 AFTER ACTION REPORT	05-JUN-2013	001	DATA
Exhibit G	CDRL A007 ANALYSIS DATA	05-JUN-2013	001	DATA
Exhibit H	CDRL A008 TRIP REPORT	05-JUN-2013	001	DATA
Exhibit J	CDRL A009 DATA ACCESSION LIST	05-JUN-2013	001	DATA
Exhibit K	CDRL A010 CONTRACTORS QUALITY CONTROL PLAN	09-JUL-2013	001	DATA
Attachment 0001	ATTACHMENT A - GUIDELINES FOR CONTROLLED UNCLASSIFIED INFORMATION	28-FEB-2013	002	DATA
Attachment 0002	QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)	07-MAR-2013	004	DATA

A. CONTRACT LINE ITEM NO:  
B. EXHIBIT: A  
C. CATEGORY: ADMN  
D. SYSTEM/ITEM: HBCT TPF Platforms  
E. CONTRACT/PR NO: W56HZV-13-R-0273  
F. CONTRACTOR: Z Systems

1. DATA ITEM NO: A001  
2. TITLE OF DATA ITEM: Report, Record of Meeting/Minutes  
3. SUBTITLE: Meeting Minutes  
4. AUTHORITY: DI-ADMN-81505  
5. CONTRACT REFERENCE: SOW Para C.2.10.1; C.2.10.3  
6. REQUIRING OFFICE: SFAE-GCS-HBCT-L  
7. DD250 REQ: No  
8. APP CODE: See Block 16  
9. DIST. STATEMENT REQUIRED: See Block 16  
10. FREQUENCY: See Block 16  
11. AS OF DATE: N/A  
12. DATE OF FIRST SUB: See Block 16  
13. DATE OF SUBS.SUB: See Block 16  
14. DISTRIBUTION:  
A. ADDRESSEES: See Block 16  
B. COPIES: DRAFT: 0 FINAL: 1  
15. TOTAL: 1  
16. REMARKS:

Block 4: Meeting Minutes will be generated in Contractor format.

Block 8: Government Customer will review Contractor Meeting Minutes for completeness.

Block 9: Distribution Statement D. Distribution authorized to The Department of Defense and US DOD Contractors ONLY; Administrative or Operational Use; 12 April 2013. Other requests shall be referred to US Army Tank-Automotive and Armament Command, HBCT Project Manager, Attn: SFAE-GCS-HBCT-L, Warren, MI 48379-5000.

Blocks 10, 12 & 13: Due five (5) business days after the meeting end date.

Block 14a: All data shall be submitted via electronic delivery to the following email addresses:

:Brianne.m.woodell.civ@mail.mil (W56HZV-13-R-0273/COR).

Block 14b: Data will be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

17. PRICE GROUP: N/C

18. ESTIMATED TOTAL PRICE: NSP

A. CONTRACT LINE ITEM NO:  
B. EXHIBIT: A  
C. CATEGORY: MGMT  
D. SYSTEM/ITEM: HBCT TPF Platforms  
E. CONTRACT/PR NO: W56HZV-13-R-0273  
F. CONTRACTOR: Z Systems

1. DATA ITEM NO: A002  
2. TITLE OF DATA ITEM: Status Report  
3. SUBTITLE: Monthly Status Report  
4. AUTHORITY: DI-ADMN-80368/A  
5. CONTRACT REFERENCE: SOW Para C.2.10.2  
6. REQUIRING OFFICE: SFAE-GCS-HBCT-L  
7. DD250 REQ: No  
8. APP CODE: See Block 16  
9. DIST. STATEMENT REQUIRED: See Block 16  
10. FREQUENCY: MTHLY  
11. AS OF DATE: 0  
12. DATE OF FIRST SUB: 45 DAC  
13. DATE OF SUBS.SUB: See Block 16  
14. DISTRIBUTION:  
A. ADDRESSEES: See Block 16  
B. COPIES: DRAFT: 0 FINAL: 1  
15. TOTAL: 1  
16. REMARKS:

DID Tailoring: Delete 3.2.1.b., 3.2.1.e.

Block 4: Monthly Status Report will be generated in Contractor format.

Block 8: Government Customer will review Contractor Monthly Status Report for completeness.

Block 9: Distribution Statement D. Distribution authorized to The Department of Defense and US DOD Contractors ONLY; Administrative or Operational Use; 12 April 2013. Other requests shall be referred to US Army Tank-Automotive and Armament Command, HBCT Project Manager, Attn: SFAE-GCS-HBCT-L, Warren, MI 48379-5000.

Blocks 13: Due on the 20th business day of each month beginning October 2013 thru September 2014.

Block 14a: All data shall be submitted via electronic delivery to the following email address:

:Brianne.m.woodell.civ@mail.mil (W56HZV-13-R-0273 COR).

Block 14b: Data will be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

17. PRICE GROUP: N/C

18. ESTIMATED TOTAL PRICE: NSP

A. CONTRACT LINE ITEM NO:  
B. EXHIBIT: A  
C. CATEGORY: MGMT  
D. SYSTEM/ITEM: HBCT TPF Platforms  
E. CONTRACT/PR NO: W56HZV-13-R-0273  
F. CONTRACTOR: Z Systems

1. DATA ITEM NO: A003  
2. TITLE OF DATA ITEM: Briefing Material  
3. SUBTITLE: In-Progress Briefing  
4. AUTHORITY: DI-MGMT-81605  
5. CONTRACT REFERENCE: SOW Para C.2.10.3  
6. REQUIRING OFFICE: SFAE-GCS-HBCT-L  
7. DD250 REQ: No  
8. APP CODE: No  
9. DIST. STATEMENT REQUIRED: See Block 16  
10. FREQUENCY: QRTLY  
11. AS OF DATE: See Block 16  
12. DATE OF FIRST SUB: See Block 16  
13. DATE OF SUBS.SUB: See Block 16  
14. DISTRIBUTION:  
A. ADDRESSEES: See Block 16  
B. COPIES: DRAFT: FINAL: 6  
15. TOTAL: 6  
16. REMARKS:

Block 4: In-Progress Briefing Material will be generated in Contractor format/system containing the associated data items: contract costs (planned, cumulated, trend analysis), milestone schedules, technical performance compliances, staffing and resource details, open/closed action items, proposed risk mitigation approaches and implementations, and quality control reports.

Block 8: Government Customer will review briefing material for completeness.

Block 9: Distribution Statement D. Distribution authorized to The Department of Defense and US DOD Contractors ONLY; Administrative or Operational Use; 12 April 2013. Other requests shall be referred to US Army Tank-Automotive and Armament Command, HBCT Project Manager, Attn: SFAE-GCS-HBCT-L, Warren, MI 48379-5000.

Blocks 11, 12 & 13: Data is due at scheduled quarterly briefing date(s) mutually set at contract start of work meeting.

Block 14a: Five (5) each hardcopies provided to COR at meeting dates and one (1) each digital data set shall be submitted via electronic delivery to the following email address: <mailto:Brianne.m.woodell.civ@mail.mil> (W56HZV-13-R-0273 COR).

Block 14b: Data will be provided electronically in Microsoft Office Applications, Adobe PDF, or other software as mutually agreed upon.

17. PRICE GROUP: N/C  
18. ESTIMATED TOTAL PRICE: NSP

A. CONTRACT LINE ITEM NO:  
B. EXHIBIT: A  
C. CATEGORY: MISC  
D. SYSTEM/ITEM: HBCT TPF Platforms  
E. CONTRACT/PR NO: W56HZV-13-R-0273  
F. CONTRACTOR: Z Systems

1. DATA ITEM NO: A004  
2. TITLE OF DATA ITEM: Material Fielding and Transfer  
3. SUBTITLE: TPF Status Report  
4. AUTHORITY: AR 700-142  
5. CONTRACT REFERENCE: SOW Para C.3.1; C.5.12  
6. REQUIRING OFFICE: SFAE-GCS-HBCT-L  
7. DD250 REQ: LT  
8. APP CODE: N/A  
9. DIST. STATEMENT REQUIRED: See Block 16  
10. FREQUENCY: WKLY  
11. AS OF DATE: 0  
12. DATE OF FIRST SUB: See Block 16  
13. DATE OF SUBS.SUB: See Block 16  
14. DISTRIBUTION:  
A. ADDRESSEES: See Block 16  
B. COPIES: DRAFT: FINAL: 1  
15. TOTAL: 1  
16. REMARKS:

Block 4: The TPF Status Report will be generated in Contractor format and will constitute following report data:

- a. TPF Package Listings. Data elements: (1) Gaining Command DODAAC, (2) Gaining Command Unit Name, (3) Equipment Variant, (4) document number, (5) national stock number, (6) nomenclature, (7) quantity due in, (8) quantity fill, (9) authorized quantity, (10) hand off quantity, (11) status code of due in, (12) project code and (13) remarks column
- b. Funding Forecast. Due one (1) month prior to end of each contract period.  
Data elements: (1) Total Funding needed for the requisition for TPF Material by NSN, Cost, Date required, and Unit.
- c. Shortage Report. Data elements: (1) Unit, (2) Variant, (3) Hand-Off date, (4) Shortages, (4) Requisition status
- e. Warehouse Refurbishment Cost Report. Data elements: (1) Itemized costs internal and external processing actions (2) NSN, (3) Equipment Variant
- f. SAMS-IE Funding Balances: (1) Equipment Variant, (2) Fund & APC Code, (3) Dollar Amount Available

Block 9: Distribution Statement D. Distribution authorized to The Department of Defense and US DOD Contractors ONLY; Administrative or Operational Use; 12 April 2013. Other requests shall be referred to US Army Tank-Automotive and Armament Command, HBCT Project Manager, Attn: SFAE-GCS-HBCT-L, Warren, MI 48379-5000.

Blocks 12 & 13: Due on the first business day of the work week beginning 9 September 2013 and ending 26 August 2014.

Block 14a: The TPF Status Report shall be submitted via electronic delivery to the respective Government HBCT Platform Customer. A Letter of Transmittal shall be sent to <mailto:Brianne.m.woodell.civ@mail.mil> (W56HZV-13-R-0273 COR) with the following elements: Contractor, Contractors Transmittal Letter Number, Contract Number, CDRL Data Item Number, Revision number, DID number and Title, and Distribution list.

Block 14b: Data will be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

17. PRICE GROUP: N/C  
18. ESTIMATED TOTAL PRICE: NSP

- A. CONTRACT LINE ITEM NO:
- B. EXHIBIT: A
- C. CATEGORY: MISC
- D. SYSTEM/ITEM: HBCT Platforms
- E. CONTRACT/PR NO: W56HZV-13-R-0273
- F. CONTRACTOR: Z Systems

- 1. DATA ITEM NO: A005
- 2. TITLE OF DATA ITEM: Material Fielding and Transfer
- 3. SUBTITLE: Materiel Requirements List (MRL)
- 4. AUTHORITY: AR 700-142
- 5. CONTRACT REFERENCE: SOW Para C.3.2
- 6. REQUIRING OFFICE: SFAE-GCS-HBCT-L
- 7. DD250 REQ: LT
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION:
  - A. ADDRESSEES: See Block 16
  - B. COPIES: DRAFT: 1 FINAL: 1
- 15. TOTAL: 2
- 16. REMARKS:

Block 4: The Materiel Requirements List will be generated IAW AR 700-142.

Block 9: Distribution Statement D. Distribution authorized to The Department of Defense and US DOD Contractors ONLY; Administrative or Operational Use; 12 April 2013. Other requests shall be referred to US Army Tank-Automotive and Armament Command, HBCT Project Manager, Attn: SFAE-GCS-HBCT-L, Warren, MI 48379-5000.

Blocks 10, 12 & 13: Delivery date of draft MRL shall correspond to scheduled PM HBCT Fielding Plan, NMIB and MRL Coordination Meetings. The Government has 15 days to review the preliminary draft. The Contractor has 10 days, after receipt of Government comments, to prepare and deliver final.

Block 14a: The draft and final Materiel Requirements List(s) data shall be submitted via electronic delivery to the respective Government HBCT Platform Customer.

A Letter of Transmittal shall be sent to <mailto:Brianne.m.woodell.civ@mail.mil> (W56HZV-13-R-0273 COR) with the following elements: Contractor, Contractors Transmittal Letter Number, Contract Number, CDRL Data Item Number, Revision number, DID number and Title, and Distribution list.

Block 14b: Data will be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

- 17. PRICE GROUP: N/C
- 18. ESTIMATED TOTAL PRICE: NSP

- A. CONTRACT LINE ITEM NO:
- B. EXHIBIT: A
- C. CATEGORY: ADMN
- D. SYSTEM/ITEM: HBCT Platforms
- E. CONTRACT/PR NO: W56HZV-13-R-0273
- F. CONTRACTOR: Z Systems

- 1. DATA ITEM NO: A006
- 2. TITLE OF DATA ITEM: Conference Minutes
- 3. SUBTITLE: After Action Report (Final AAR)
- 4. AUTHORITY: DI-ADMN-81250/A
- 5. CONTRACT REFERENCE: SOW Para C.4.8
- 6. REQUIRING OFFICE: SFAE-GCS-HBCT-L
- 7. DD250 REQ: LT
- 8. APP CODE: See Block 16
- 9. DIST. STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION:
  - A. ADDRESSEES: See Block 16
  - B. COPIES: DRAFT: 0 FINAL: 1
- 15. TOTAL: 1
- 16. REMARKS:

Block 4: The Final After Action Report will be generated in Contractor format using AR 700-142/DA PAM 700-142.

Block 8: Government HBCT Platform Customer will review Contractor After Action Report for completeness.

Block 9: Distribution Statement D. Distribution authorized to The Department of Defense and US DOD Contractors ONLY; Administrative or Operational Use; 12 April 2013. Other requests shall be referred to US Army Tank-Automotive and Armament Command, HBCT Project Manager, Attn: SFAE-GCS-HBCT-L, Warren, MI 48379-5000.

Blocks 10, 12 & 13: Due five (5) business days after the Total Package Fielding event is completed.

Block 14a: The After Action Report shall be submitted via electronic delivery to the respective onsite Government HBCT Platform Customer. A Letter of Transmittal shall be sent to <mailto:Brianne.m.woodell.civ@mail.mil> (W56HZV-13-R-0273 COR) with the following elements: Contractor, Contractors Transmittal Letter Number, Contract Number, CDRL Data Item Number, Revision number, DID number and Title, and Distribution list.

Block 14b: Data will be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

- 17. PRICE GROUP: N/C
- 18. ESTIMATED TOTAL PRICE: NSP

- A. CONTRACT LINE ITEM NO:
- B. EXHIBIT: A
- C. CATEGORY: MISC
- D. SYSTEM/ITEM: HBCT Platforms
- E. CONTRACT/PR NO: W56HZV-13-R-0273
- F. CONTRACTOR: Z Systems

- 1. DATA ITEM NO: A007
- 2. TITLE OF DATA ITEM: Technical Report Study Service
- 3. SUBTITLE: SAMS-E Analysis Data
- 4. AUTHORITY: DI-MISC-80508/A
- 5. CONTRACT REFERENCE: SOW Para C.5.11
- 6. REQUIRING OFFICE: SFAE-GCS-HBCT-L
- 7. DD250 REQ: LT
- 8. APP CODE: No
- 9. DIST. STATEMENT REQUIRED: N/A
- 10. FREQUENCY: BI-WE
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION:
  - A. ADDRESSEES: See Block 16
  - B. COPIES: DRAFT: FINAL: 1
- 15. TOTAL: 1
- 16. REMARKS:

Block 4: Contractor will generate a report (SAMS-E output) with cost analysis data for replace and repair man-hours and parts associated with HBCT vehicle repairs during de-processing through new equipment training.

Block 8: Government HBCT Warehouse Customer will review for completeness.

Blocks 12 & 13: Due two (2) business days after the end of the second and third week of every month beginning in September 2013 and ending in August 2014.

Block 14a: The SAMS-E Analysis Data report shall be submitted via electronic delivery to the respective Government HBCT Warehouse Customer. A Letter of Transmittal shall be sent to <mailto:Brianne.m.woodell.civ@mail.mil> (W56HZV-13-R-0273 COR) with the following elements: Contractor, Contractors Transmittal Letter Number, Contract Number, CDRL Data Item Number, Revision number, DID number and Title, and Distribution list.

Block 14b: Data will be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

- 17. PRICE GROUP: N/C
- 18. ESTIMATED TOTAL PRICE: NSP

- A. CONTRACT LINE ITEM NO:
- B. EXHIBIT: A
- C. CATEGORY: ADMN
- D. SYSTEM/ITEM: HBCT Platforms
- E. CONTRACT/PR NO: W56HZV-13-R-0273
- F. CONTRACTOR: Z Systems

- 1. DATA ITEM NO: A008
- 2. TITLE OF DATA ITEM: Conference Minutes
- 3. SUBTITLE: Trip Report
- 4. AUTHORITY: DI-ADMN-81250/A
- 5. CONTRACT REFERENCE: SOW Para C.7.5
- 6. REQUIRING OFFICE: SFAE-GCS-HBCT-L
- 7. DD250 REQ: LT
- 8. APP CODE: See Block 16
- 9. DIST. STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION:
  - A. ADDRESSEES: See Block 16
  - B. COPIES: DRAFT: 0 FINAL: 1
- 15. TOTAL: 1
- 16. REMARKS:

Block 4: Trip Report will be generated in Contractor format.

Block 8: Government HBCT Platform Customer will review for mission/task execution information.

Block 9: Distribution Statement D. Distribution authorized to The Department of Defense and US DOD Contractors ONLY; Administrative or Operational Use; 12 April 2013. Other requests shall be referred to US Army Tank-Automotive and Armament Command, HBCT Project Manager, Attn: SFAE-GCS-HBCT-L, Warren, MI 48379-5000.

Blocks 10, 12 & 13: Due five (5) business days after the travel is completed.

Block 14a: Trip Report data shall be submitted via electronic delivery to the respective Government HBCT Customer. A Letter of Transmittal shall be sent to <mailto:Brianne.m.woodell.civ@mail.mil> (W56HZV-13-R-0273 COR) with the following elements: Contractor, Contractors Transmittal Letter Number, Contract Number, CDRL Data Item Number, Revision number, DID number and Title, and Distribution list.

Block 14b: Data will be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

- 17. PRICE GROUP: N/C
- 18. ESTIMATED TOTAL PRICE: NSP

- A. CONTRACT LINE ITEM NO:
- B. EXHIBIT: A
- C. CATEGORY: MGMT
- D. SYSTEM/ITEM: HBCT Platforms
- E. CONTRACT/PR NO: W56HZV-13-R-0273
- F. CONTRACTOR: Z Systems

- 1. DATA ITEM NO: A009
- 2. TITLE OF DATA ITEM: Data Accession List
- 3. SUBTITLE: Data Accession List (DAL)
- 4. AUTHORITY: DI-MGMT-81453/A
- 5. CONTRACT REFERENCE: SOW Para C.2.8
- 6. REQUIRING OFFICE: SFAE-GCS-HBCT-L
- 7. DD250 REQ: No
- 8. APP CODE: See Block 16
- 9. DIST. STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: QRTLY
- 11. AS OF DATE: 0
- 12. DATE OF FIRST SUB: 105 DAC
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION:
  - A. ADDRESSEES: See Block 16
  - B. COPIES: DRAFT: 0 FINAL: 1
- 15. TOTAL: 1
- 16. REMARKS:

Block 4: Data Accession List (DAL) Report will be generated in Contractor format.

Block 8: Government Customer will review DAL Report for completeness.

Block 9: Distribution Statement D. Distribution authorized to The Department of Defense and US DOD Contractors ONLY; Administrative or Operational Use; 12 April 2013. Other requests shall be referred to US Army Tank-Automotive and Armament Command, HBCT Project Manager, Attn: SFAE-GCS-HBCT-L, Warren, MI 48379-5000.

Blocks 13: Due 15 December 2013, 15 March 2014, 17 June 2014, and 16 September 2014.

Block 14a: All data shall be submitted via electronic delivery to the following email address:

:Brianne.m.woodell.civ@mail.mil (W56HZV-13-R-0273 COR).

Block 14b: Data will be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

- 17. PRICE GROUP: N/C
- 18. ESTIMATED TOTAL PRICE: NSP

- A. CONTRACT LINE ITEM NO:
- B. EXHIBIT: A
- C. CATEGORY: MGMT
- D. SYSTEM/ITEM: ABCT TPF Platforms
- E. CONTRACT/PR NO: W56HZV-13-R-0273
- F. CONTRACTOR: Z Systems

- 1. DATA ITEM NO: A010
- 2. TITLE OF DATA ITEM: Contractors Quality Control Plan
- 3. SUBTITLE: Quality Control Plan (QCP)
- 4. AUTHORITY:
- 5. CONTRACT REFERENCE: SOW Para C.2.5
- 6. REQUIRING OFFICE: SFAE-GCS-AL
- 7. DD250 REQ: No
- 8. APP CODE: See Block 16
- 9. DIST. STATEMENT REQUIRED: See Block 16
- 10. FREQUENCY: Once
- 11. AS OF DATE: 0
- 12. DATE OF FIRST SUB: Start of Work Meeting
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION:
  - A. ADDRESSEES: See Block 16
  - B. COPIES: DRAFT: 0 FINAL: 1
- 15. TOTAL: 1
- 16. REMARKS:

DID Tailoring: Delete 3.2.1.b., 3.2.1.e.

Block 4: Quality Control Plan will be generated in Contractor format.

Block 8: Government Customer will review QCP when presented at the Start of Work Meeting.

Block 9: Distribution Statement D. Distribution authorized to The Department of Defense and US DOD Contractors ONLY; Administrative or Operational Use; 12 April 2013. Other requests shall be referred to US Army Tank-Automotive and Armament Command, HBCT Project Manager, Attn: SFAE-GCS-HBCT-L, Warren, MI 48379-5000.

Blocks 12 & 13: Due on the date of the Start of Work Meeting.

Block 14a: All data shall be submitted via electronic delivery to the following email address:  
:Brianna.m.woodell.civ@mail.mil (W56HZV-13-R-0273 COR).

Block 14b: Data will be provided electronically in Contractor format compatible with Microsoft Office, Adobe PDF, or other software as mutually agreed upon.

17. PRICE GROUP: N/C

18. ESTIMATED TOTAL PRICE: NSP

Quality plan will cover all aspects of Contractor Logistics Support and performance. Areas of plan coverage but not limited to: Maintenance (scheduled and unscheduled), supply support, logistics management, shipping, inventories, training, operational readiness, services projection, refurbishment requirements, parts accountability and ordering, personnel and facilities.

ATTACHMENT A

ADDITIONAL GUIDELINES FOR CONTROLLED UNCLASSIFIED INFORMATION

General: There are types of information that are not classified but that require application of access and distribution controls and protective measures for a variety of reasons. This information is known as controlled unclassified information (CUI). The types of information considered CUI for the program are information marked For Official Use Only by the U.S. Government and technical data. When handling CUI material, all personnel are to comply with these requirements and follow their company policy and/or applicable Proprietary Information Agreements (PIA) concerning the protection of proprietary information in situations not clearly stated herein.

Technical Data Description: Any recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process, or can be used to design, procure, produce, support, maintain, operate, repair, or overhaul program material. The data may be graphic or pictorial delineations in media (e.g., computer software, drawings, or photographs), text in specifications, related performance or design documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information, and computer software documentation.

For Official Use Only (FOUO) Information Description: For Official Use Only (FOUO) is a Government designation applied to unclassified information that may be exempt from mandatory release to the public under the Freedom of Information Act (FOIA). FOUO information includes information identified as such in the Security Classification Guide or information from a government document marked FOUO.

CUI Markings

Marking of FOUO documents will be in accordance with Army Regulation (AR) 25-55. Information extracted from an FOUO document will carry the FOUO marking until formally reviewed by the government. AR 25-55 can be found at [http://www.apd.army.mil/pdf/files/r25\\_55.pdf](http://www.apd.army.mil/pdf/files/r25_55.pdf).

Marking of Technical Data will include the statement provided in the Security Classification Guide. If the contents of the technical document require more than one Distribution Statement, apply the most restrictive statement. This does not preclude additional mandated markings as may be required by the contract.

Protection of CUI Information

Access: CUI may be released only to an individual who has a valid need for such access in connection with the accomplishment of a lawful and authorized Government purpose. Information in any media format may only be disseminated on a need-to-know basis. The need-to-know restricts the use or dissemination of CUI data to those individuals or organizations with direct affiliation with the given program or project. Further dissemination of such information will be at the discretion of the Government Security Manager. Personnel no longer requiring access to CUI must delete or surrender any in their possession and terminate future access to it.

Storing/Handling: During working hours, take reasonable steps to minimize risk of access to CUI by unauthorized personnel. After working hours, store CUI information in locked desks, file cabinets, bookcases, locked rooms, or similar means. Do not display CUI in public places (e.g., airports, airplanes, restaurants). Computers used to process CUI do not need to be accredited for classified use. Do not process CUI on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Personally owned computers are not authorized to process CUI. Mobile devices used to store CUI electronically (e.g., company-issued laptops, personal electronic devices [PED], removable media) must be physically protected and use NIST/NIAP-approved cryptographic products. These are available at <http://iase.disa.mil/pki/eca> or <http://csrc.nist.gov/cryptval/>.

Dissemination: CUI printed documents and material may be transmitted through mail channels or hand-carried without formal courier orders. FOUO information may be disseminated to DoD personnel and DoD contractors to conduct official business for the program. If dissemination is required outside of DoD personnel or DoD contractors, contact the Government Security Manager for approval. Technical data will follow the release instructions identified in the Distribution Statement. Use secure communications whenever possible; however, land-line telephones are more secure than cellular telephones and should be used whenever available for discussions involving CUI. Transmit voice and facsimile transmissions only when you have a reasonable assurance that only authorized recipients will have access to the transmission. Digital transmission shall comply with the below:

\b7 All transmission and/or dissemination of CUI identified with a Distribution Statement or marked FOUO (i.e., email and file transfers) must use NIST/NIAP-approved cryptographic vendors and algorithms, e.g., DoD-approved Public Key Infrastructure Certification. These are available at <http://iase.disa.mil/pki/eca> or <http://csrc.nist.gov/cryptval/>. This encryption requirement includes passcodes to teleconferences or web conferences where there is a reasonable expectation that CUI may be discussed. When encryption is not available, a government collaborative suite (aka Integrated Digital Environment [IDE]) must be used to transmit CUI. Encrypt all wireless external data connections.

\b7 Contractor-hosted collaborative suites may be used for digital transmission and/or dissemination of CUI by personnel not located on a government backbone (e.g., NIPRNET), provided the following conditions apply:

Use only NIST/NIAP-approved cryptographic vendors and algorithms. The latest validation lists may be obtained at <http://iase.disa.mil/pki/eca> or <http://csrc.nist.gov/cryptval/>.

Use an internally hosted service that does not use a third-party collaborative suite service provider.

\b7 All computers containing CUI must be either protected by physical isolation from all personnel without a valid need for the information or protected using NIST/NIAP-approved cryptographic products. Discretionary access control measures must be used to preclude access to CUI by users who are not authorized access to CUI. After working hours, when not in physical possession of the owner, all electronic assets containing CUI must be afforded a reasonable degree of physical protection to prevent theft of program information (e.g., locking up laptops or cable locking them to a stationary base, storing in trunk, or storing out of sight).

\b7 Do not post CUI to web pages that are publicly available or have access limited only by domain/IP restrictions. As permitted by other contract provisions, CUI may be posted to web pages that control access through the use of a DoD approved Public Key Infrastructure Certification and that provide protection via use of secure sockets, or other equivalent technologies. These are available at <http://iase.disa.mil/pki/eca>.

\b7 As new technologies become available in the electronics arena, care should be given to providing a reasonable degree of

protection from known vulnerabilities.

\`b7 The Internet is Public Access. CUI must be reviewed and officially approved by the PEO GCS Public Affairs Officer for public release before placing on the Internet. This is not applicable when the Internet is used for e-mail transmissions and encryption is used as noted above.

Disposal: Destroy CUI documents by any means approved for the destruction of classified information, i.e. cross-cut shredding or other means that would make it difficult to recognize or reconstruct the information. Clear, purge, or destroy CUI on removable media IAW BPP 03-PE-O-0003 Army Information Assurance Sanitization of Media to AR 25-2. This is available at <https://informationassurance.us.army.mil>.

Report of Loss of CUI: Report any loss of CUI or loss of CUI from a contractor information system that is known to the contractor within the period of performance of this contract to the Government Security Manager. Initial reports shall be made as expeditiously as possible in all cases within 72 hours of discovery. If additional information is required after submission and review of the initial report, guidance will be provided at that time. Mark any reports For Official Use Only, exemptions 2 and 5 apply. Initial report content shall include the following information as available.

\`b7 Applicable dates, including dates of compromise and dates of discovery

\`b7 Threat methodology, including all known resources used (e.g. IP addresses, domain names, software tools)

\`b7 Account of what actions the threat(s) may have taken on victim system/network

\`b7 What information may have been compromised, exfiltrated, or lost, and its potential impact on government programs

Report of Cyber Intrusions: Report cyber intrusions or other compromises of CUI to your supporting counterintelligence office, which will inform the DoD-DIB Common Information Sharing Environment (DCISE). Notify the Government Security Manager of any incidents as well. Refer to Report of Loss of CUI for what needs to be reported, when, and how.

TECHNICAL EXHIBIT 0001

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)  
HBCT TOTAL PACKAGING FIELDING  
CONTRACT NO. W56HZV-13-R-0273

I. OBJECTIVE

This plan provides a quality surveillance strategy for HBCT Total Package Fielding (TPF) work efforts performed by the Contractor. The intent of the plan is to provide a basis for the Contracting Officer Representative (COR) in concert with designated Function Technical Representatives (FTR) to evaluate Contractor performance quality. Oversight of Contractor performance will assure contract quality and consistency of services provided to TACOM and the HBCT Platform Program Managers (PM). The plan will also afford the COR a proactive mechanism to identify and preclude major deficiencies in Contractor performance and provide input for annual past performance evaluations in the Governments Contractor Performance Assessment Reporting System (CPARS).

II. DELIVERABLE QUALITY STANDARDS

For the documents themselves, the Government expects them to be timely, thorough, and accurate. That is, they arrive at the designated Government facility on or before the scheduled due date; they completely address the Governments requirements; and the documents have no errors. As each deliverable is usually the result of a series of activities, prior to starting on the task, where appropriate, the Contractor and the Government will agree on the approach for the deliverable, the activities involved to develop it, and the outline or data organization and any other expectations for the final product.

III. DELIVERABLE REVIEWS AND ACCEPTANCE

Documents requiring Government approval are annotated in the DD Form 1423-1 CDRL. All other deliverables will require a Government review for completeness. After the delivery of these documents, the Government will have five (5) business days to review the document and provide the Contractor with a list of any required revisions and/or corrections. The Contractor then will have three (3) business days to make these corrections and redeliver the document to the Government. However, the Contractor is encouraged to review drafts of documents with the Government COR/FTR leads and other stakeholders, reducing the likelihood that the document will be found deficient, and therefore reducing rework for all parties. Once accepted, deliverables become the property of the Government to be used in support of HBCT Total Package Fielding Programs.

IV. DELIVERABLE PERFORMANCE EVALUATION

The performance threshold briefly describes the minimum acceptable levels of service required for each deliverable requirement. These thresholds are critical to mission success.

DeliverableParagraph

NumberStandardsPerformance

ThresholdMethod of SurveillanceMeeting Minutes (A001)C.2.10.1, C.2.10.3Accurate and  
Timely100% IAW

CDRLPeriodic

SurveillanceMonthly Status Report (A002)C.2.10.2Accurate and

Timely100% IAW

CDRLPeriodic

SurveillanceIn-Progress Meeting (A003)C.2.10.3Accurate and

Timely100% IAW

CDRLPeriodic

SurveillanceTPF Status Report (A004)C.3.1, C.5.12

Accurate and

Timely100% IAW

CDRLPeriodic

SurveillanceMateriel Requirements List (MRL) (A005)C.3.2Accurate and

Timely100% IAW

CDRLPeriodic

SurveillanceAfter Action Report (Final AAR) (A006)C.4.8Accurate and

Timely100% IAW

CDRLPeriodic

SurveillanceAnalysis Data (A007)C.5.11Accurate and

Timely100% IAW

CDRLPeriodic

SurveillanceTrip Report (A008)C.7.5Accurate and

Timely100% IAW

CDRLPeriodic

SurveillanceData Accession List (A009)C.2.8Accurate and

Timely100% IAW

CDRLPeriodic

Surveillance

V. PERFORMANCE EVALUATION

**Surveillance** In addition to deliverables performance surveillance, the Government COR will evaluate Contractors programmatic and technical services required by the PWS/WD to ensure compliance. This will be conducted through periodic inspections and Government Customer feedback.

**Standard** 90% of the PWS/WD requirements, excluding deliverables as listed in above table, will be satisfactorily completed without rework and no greater than 2 customer complaints in a 6-month period will be received.

**Procedures** The COR (in concert with FTRs) will inspect all work required by the PWS/WD to ensure Contractor has complied with the appropriate contract requirement each time the programmatic or technical service is performed. The COR/FTR will inform the Contractor project/program manager of documented deficiencies for correction. The Contractor shall be given a reasonable amount of time after notification to correct the deficiencies.

**Periodic Inspection** Monthly periodic inspections shall be conducted in the areas of program management, technical performance monitoring, and deliverables quality. Periodic inspections are other than 100% or random basis types.

**Customer Feedback** The COR will routinely communicate with Government HBCT Customers to assess contractor performance progress. This requires communication records and written satisfactory assessment or compliant documentation which is a valuable supplemental input to contracting monitoring and past performance assessments.

**Surveillance Worksheet** Monthly surveillance worksheets will contain:

- a. Date and Location of Inspection
- b. Period Covered
- c. Areas Covered (cost, schedule, and performance indicators, listing PWD/WD paragraphs)
- d. Overview of Performance (summary, communication, and documentation)
- e. Performance Analysis (performance as monitored, positive and negative performance areas)
- f. Areas of Concern
- g. Additional Information

**Complaint Record** Prior to the start of the contract start, the COR will instruct Government HBCT Customers how the customer complaint process works. Government customers are requested to register complaints with the COR as soon as possible after either experiencing or discovering a discrepancy.

The discrepancy information will be written in clear and concise terms. The complaint submitted to the COR shall contain the following:

- a. Date and Time of Complaint
- b. Source of Complaint (Name and Organization)
- c. Nature of Complaint (Narrative Description)
- d. Contract Reference of Complaint Related Services (Page and Paragraph Number)

COR will record:

- e. Date and Time COR Informed Contractor of Complaint
- f. Action Taken by Contractor
- g. Date Closed

The COR must validate the complaint by verifying that the service was required and that the standard was not met by the Contractor.

Once the COR is satisfied that a complaint is valid, he/she will:

1. Notify the Contractor of the discrepancy
2. Request a reply from the Contractor, within 15 days of notification. The Contractor response should address root cause, proposed corrective and prevention action.