

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

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2. Amendment/Modification No. P00001	3. Effective Date 2014FEB25	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND JEFFREY WEISS WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: JEFFREY.WEISS3@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342	Code S2404A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BAUER COMPRESSORS, INC. 1328 AZALEA GARDEN RD NORFOLK, VA 23502-1944	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-13-D-0145
	<input type="checkbox"/>	10B. Dated (See Item 13) 2013SEP06
Code 57328	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

is extended, is not extended.

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

12. Accounting And Appropriation Data (If required)

NO CHANGE TO OBLIGATION DATA

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

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) TERRENCE R. BROWN TERRENCE.R.BROWN@US.ARMY.MIL (586)282-8886		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2014FEB25

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JEFFREY WEISS
Buyer Office Symbol/Telephone Number: CCTA-ADCD/(586)282-9738
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: C
Contract Expiration Date: 2018SEP06

*** End of Narrative A0000 ***

DUE TO AN ADMINISTRATIVE ERROR DELIVERY ORDER 0001 WILL NOT BE ISSUED.

*** END OF NARRATIVE A0001 ***

Contract: W56HZV-13-D-0145
Modification: P00001
Contract for: Family of High Preassure Breathing Air Compressors

1. The purpose of modification P00001 to Contract W56HZV-13-D-0145 is to incorporate the following changes:

- a. Added a narrative in Section A to state that there will be no Delivery Order 0001 for this contract.
- b. Section C, Paragraph C.8.4.5; changed the information on WEBFLIS to WWW.dlis.dla.mil/webflis. Also changed the link for the NMCRL to <http://www.nato.int/nmcrl>.
- c. Packaging Requirements Clause (ARDEC) - Under QUANTITY PER UNIT PACKAGE, added fill in "ONE".
- d. Packaging Requirements Clause (ARDEC) - Under the SUPPLEMENTAL INSTRUCTIONS, added Craters and Freighters address and contact information.
- e. Clause 52.242-4457; Delivery Schedule for Delivery Orders - Under (c)(1)(iii), added that the Contractor will deliver 25 units every thirty days.
- f. Clause 52.247-60; Contractor completed clause fill-ins.

2. All other terms and conditions except those addressed by this modification remain in full force and effect.

*** END OF NARRATIVE A0002 ***

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Name of Offeror or Contractor: BAUER COMPRESSORS, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Performance work statement and purchase description for family of high pressure breathing compressor (FoHPBAC), Type I & Type II

Applicable Documents

The Contractor shall comply with the most recent versions of the following documents in effect at the time of contract award.

SPECIFICATIONS/STANDARDS

MIL-STD-209J	LIFTING AND TIEDOWN PROVISIONS
MIL-STD-130	IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY
MIL-STD-882D	SYSTEM SAFETY
MIL-STD-1388	LOGISTICS SUPPORT ANALYSIS
MIL-STD-1552	PROVISIONING TECHNICAL DOCUMENTATION, UNIFORM DOD REQUIREMENTS
MIL-STD-2073-1D	STANDARD PRACTICE FOR MILITARY PACKAGING
MIL-STD-129P	MILITARY MARKING FOR SHIPMENT AND STORAGE

OTHER GOVERNMENT DOCUMENTS

AR 750-1	ARMY MATERIAL MAINTENANCE POLICY
GEIA-STD-0007-A	LOGISTICS PRODUCT DATA
ASTM D 4169	STANDARD PRACTICE FOR PERFORMANCE TESTING OF SHIPPING CONTAINERS AND SYSTEMS

Purchase Description:

C.1. System Capabilities

C.1.1. The Type I Compressor shall consist of the purification system (cartridges and housing), calibrated gages, the hard protective cover and a non-resettable hour meter. The compressors charging rate shall be at a minimum of 20 Standard Cubic Feet per Minute (SCFM). The compressor shall have a working pressure of 5,000 Pounds Per Square Inch (PSI). The outlet or charging hose fitting shall be a male 1/2 inch CPV. The compressor shall be on the Approved for Military Use List (AMU) list. The Compressor shall be diesel driven and consist of an AMU approved purification system (cartridge and housing) and compressor block.

C.1.1.1. Type I Compressor Authorized Stockage List. The Contractor shall provide compressor purification cartridge(s), compressor air intake filter element(s), Compressor Oil, and any associated o-rings and soft goods sufficient for one year based on manufacturers recommended maintenance schedule. The Contractor shall provide drive engine fuel filter(s), air filter(s), and drive belt(s) sufficient for one year based on the manufactures recommended maintenance schedule. The Compressor shall be diesel driven and consist of an AMU approved purification system (cartridge and housing) and compressor block.

C.1.2. The Type II Compressor shall consist of the purification system (cartridges and housing), calibrated gages, the protective cover and non-resettable hour meter. The compressors charging rate shall be 6.0 SCFM. The compressor shall have a working pressure of 5,000 PSI. The compressor shall be equipped with two six foot long SCUBA fill hoses. The compressor shall be on the AMU list. The Compressor shall be diesel driven and consist of an AMU approved purification system (cartridge and housing) and compressor block.

C.1.2.1. Type II Compressor Authorized Stockage List. The Contractor shall provide compressor purification cartridge(s), compressor air intake filter element(s), Compressor Oil, and any associated o-rings and soft goods sufficient for one year based on manufacture recommend maintenance schedule. The Contractor shall provide drive engine fuel filter(s), air filter(s), drive belt(s), and pull rope sufficient for one year based on the manufacturers recommended maintenance schedule. The Compressor shall be diesel driven and consist of an AMU approved purification system (cartridge and housing) and compressor block.

C.1.3. Components of End Items. The Contractor shall provide the following Components of End Items for 97 of the Type II compressors:

1. Cylinder cascade/storage system consisting of four cylinders with a working pressure of 5000 PSI, 486 cubic foot capacity, each cylinder shall be equipped CGA-347 cylinder valve with pressure relief. The cascade system cylinders shall be mounted in sets of two in storage racks capable of vertical or horizontal applications.
2. One each two position front loading Blast Cabinet conforming to the most current NFPA 1901 standard. The blast cabinet shall be equipped with inlet pressure gauge, adjustable regulator, and regulated pressure gauge, fill control valve, and a fill pressure gauge.
3. Cascade/storage system supply hose for the Type II compressor.
4. Blast Cabinet supply hose for the cascade/storage system.

C.1.4. Hardware. The Contractor shall ensure all components are capable of connecting and operating with each other, i.e. the blast cabinets, cascade systems and the compressors.

C.1.5. Transportability. The compressors shall have lifting/tie downs fittings that will allow them to be transportable by land, rail, sea or C-130. All components must be contained within a ruggedized frame designed for both the static and dynamic loads of the system capable of rough handling during shipment. Lifting/tie down eyes and forklift slots meeting military standard requirements MIL-STD 209J shall be incorporated into the frame. The compressor shall also be capable of being stacked two high for storage.

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C.2. **Construction and Workmanship** All components shall be new and constructed of parts and materials that are without defects. The quality of workmanship imparted to the compressors and the components shall equal or exceed that typically provided in commercial products of this type. The items presented for acceptance shall have been manufactured with skill and care; shall be uniform, neat, and clean; and shall be free from irregularities and anomalies which degrade form, fit, function, performance or appearance.

C.3. **Item Unique Identification (IUID)**
The Contractor shall mark the FoHPBAC with a data plate that contains the Item Unique Identification (IUID) encoded in a two-dimensional data matrix as defined in MIL-STD-130 (latest version) and DFARS clause 252.211-7003. Whenever practicable, the location of the marking on the item shall ensure its readability during normal operational use. The Contractor shall include human and machine-readable bar coding for all data plate information. The Government reserves the right to verify IUID markings with a machine/bar code reader and reserves the right to monitor the IUID registry to insure proper and timely population. Failure of an IUID to be read by a machine reader shall be cause for rejection of the IUID marking.

PERFORMANCE WORK STATEMENT

C.4. **General:** This is a non-personal services contract to provide support and training to the Government for the fielding and the TM validation and verification of the FOHPBAC, TYPE I AND II. [The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

C.4.1 **Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to provide support and training to the Government for the fielding and the TM validation and verification of the FOHPBAC, TYPE I AND II, as defined in this Performance Work Statement except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this contract.

C.4.2 **Quality Assurance:** The Government shall evaluate the Contractors performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

C.4.3 **Recognized Holidays:** The Contractor is not required to perform services on the following holidays:

- | | |
|----------------------------------|------------------|
| New Years Day | Labor Day |
| Martin Luther King Jr.s Birthday | Columbus Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

C.4.4 **Hours of Operation:** The Contractor is responsible for conducting business, between the hours of 7am-5pm Monday thru Friday (NTE 40 hours per week) except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

C.4.5 **Identification of Contractor Employees:** All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. Contractor personnel will be required to obtain and wear badges in the performance of this service. Government personnel will assist Contractor personnel in obtaining proper badges while on Government installations.

C.5 **Meetings and Reviews (CDRL A013)**

C.5.1. **Meeting and Review Lists.** The Contractor shall attend and support the following meetings and reviews:

- a. Start of Work Meeting - Program and Integrated Logistics Support (ILS) C.5.3.
- b. Status Review - Program Reviews and ILS C.5.4.
- c. Maintenance Analysis Review/ Provisioning Conferences C.5.5 &.C.8.4.6

C.5.2. **General Meeting Requirements**

C.5.2.1. The Contractor and the Government will have meetings and reviews during the contract performance period to review the

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Contractor's performance as set forth below. The Contractor shall provide slides and agenda prior to each meeting in accordance with Contract Data Requirements List (CDRL) A013. At these meetings the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

C. 5.2.2. When meetings or conferences are held at the Contractors facility, the Contractor shall make the following available for the Governments use:

- a. Required technical, logistical or other documentation (including drawings, computer data bases, publications, and other required data)
- b. Computer resources, as required
- c. Restrooms
- d. Adequate office space
- e. Access to standard office equipment including copy and fax machines

C.5.3. Start of Work Meeting- Program and ILS. The Contractor shall host the joint Program and ILS Start of Work meeting at the Contractors facility at a date as specified by the Government and within 30 calendar days after contract award. Contractor attendees shall include contract administration personnel, management, engineers, and logistics personnel. The Contractor shall brief, in their format, critical paths/and milestones necessary to meet contractual requirements. The meeting will include a discussion of the scope of work, data requirements, required specifications, ILS schedule, logistics product development and management, a reliability meeting, a publications meeting, a provisioning guidance conference, and a new equipment training meeting. The Start of Work briefing shall identify key functional Contractor personnel involved in the Contract. The Contractor shall provide Start of Work agenda within two business days prior to the meeting.

C.5.4. Program and ILS Status Reviews. During the course of this contract there shall be weekly reviews between the parties to assess the progress of the work being performed under this contract and to resolve issues relating to production of the compressors. Meetings will be conducted via Telephonically/Video Tele-conference (VTC), and the time, attendees, and agenda shall be coordinated between the parties. The Contractor shall provide the agenda 24 hours in advance, with a program review summary. The Contractor shall also provide meeting minutes in accordance with CDRL A013.

C. 5.5 Maintenance Analysis Review. The Contractor shall host a conference at the Contractors facility at a date as specified by the Government during the Start of Work Meeting. The Maintenance Analysis Review will review the initial maintenance analysis summary IAW the schedule developed at the Start of Work meeting.

C. 5.6. Urgent ResponseTime. The Contractor shall provide response within 48 business hours from receipt of an inquiry, for all inquiries labeled URGENT by the Government. URGENT labels will only be utilized for time sensitive occurrences and will come from the PCO, Contract Specialist, or Contracting Officer Representative (COR).

C.6. Specific Tasks:

C.6.1. Basic Services. The Contractor shall provide services for Safety, Engineering and Health Hazards; Logistics and Supportability; NET training; and Contractor Service Representative.

C.7. Safety Engineering and Health Hazards (CDRL A015)

C.7.1. Safety Engineering Principles. The Contractor shall follow the safety engineering practices set forth below. The Contractor shall use MIL-STD-882D as a guide in determining whether safety engineering objectives are met. The Contractor shall do the following:

C.7.1.1. Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include operational, maintenance, and transport aspects of the equipment along with potential interface problems with planned subsystems.

C.7.1.2. Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, take steps to control or minimize those hazards.

C.7.1.3. Locate equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards.

C.7.1.4. Assure that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repairs and that distinct markings are placed on hazardous components of equipment.

C.7.2. Safety Assessment Report (SAR). As a result of system safety analyses, hazard evaluations, and any independent testing, the Contractor shall perform and document a Safety Assessment Report (SAR). The SAR shall identify all safety features of the hardware, software, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users. The Contractor shall prepare the SAR in accordance with CDRL A015. The Contractor shall identify Health Hazards associated with the system and incorporate them into the SAR. In preparing the health hazard portion of the Safety Assessment

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Report, the Contractor shall provide a description and discussion of each potential or actual health hazard for each subsystem or component. A health hazard is an existing or likely condition, inherent to the operation, maintenance, transport, or use of materiel that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel by exposure to physiological stresses. The Contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. Include in the SAR, copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. Identify all data sources for the report and identify hazard severity, hazard probability and risk for each hazard. The final SAR is subject to Government approval. In the event the system is modified or procedural changes with regards to interfacing with the system are made after the final SAR is submitted, the Contractor shall update the SAR to reflect those modifications or changes.

C.8. Logistics/Supportability**C.8.1. Logistics Management**

The Contractor shall appoint an ILS Manager who shall be responsible for managing the entire logistics scope of this contract. The Contractor shall manage and develop a logistics support package for the FoHPBAC program, and attend Government scheduled Supportability Integrated Product Team (SIPT) meetings in accordance with agreed ILS schedule. The Contractor shall appoint an ILS Manager responsible for the entire logistics scope of this contract, on a level commensurate with the Engineering Manager. The Contractor with Government input shall develop an ILS schedule at the start of work meeting. The plan shall address all 12 Integrated Product Support (IPS) elements identified in the Product Support Manager (PSM) Guidebook, April 2011. The plan shall include the proposed hardware top-down breakdown LSA Control Number (LCN) structure (C.8.2.1.2) to at least indenture level C, where indenture level A is the vehicle. The ILS Schedule shall be a binding document for both Contractor and Government. The Contractor shall plan and develop an update to the logistics support package (Maintenance Allocation Chart (MAC), provisioning, technical manuals, training and packaging) to start 30 months after contract award. A separate ILS schedule shall be developed for this update. Attachment 001 provides an example of LCN structure.

C.8.2. Supportability Analysis/Logistics Management Information (LMI)

Integrated Logistics Support (ILS) Development. The Contractor shall conduct Supportability Analyses to develop logistics products described in this contract. The Contractor shall use GEIA-STD-0007-A, Logistics Product Data, in identifying content, format, delivery and related guidance for logistics data except as otherwise identified in this contract. The Contractor shall validate all documentation prior to submittal to the Government. Government receipt of data deliverables does not constitute acceptance. Government acceptance of data deliverables hinges on the completeness, accuracy, and compatibility of submitted documentation complying with the applicable military standards and specifications.

C.8.2.1. Maintenance Planning

The Contractor shall provide all Maintenance Planning using the Armys Two Level Maintenance concept. The Army Two Level Maintenance concept consists of Field and Sustainment Maintenance in accordance with (IAW) Army Regulation (AR) 750-1, Army Materiel Maintenance Policy. Field Maintenance (FM) consists of all services and maintenance actions on the system. Sustainment Maintenance (SM) consists of and includes teardown, inspection and repair or production line repair work of components that have been removed from the system. The Contractor shall conduct logistics and maintenance analysis on the Family of High Pressure Breathing Air Compressor, its assemblies, subassemblies, spare parts, kits and tools to define optimal maintenance activities that fully support the maintenance concept. This analysis shall be the basis for developing the Level of Repair Analysis (LORA), Maintenance Analysis Summary, Parts Provisioning Documentation, Technical Manuals, NMWRs, Training and Packaging products.

C.8.2.1.1. Level of Repair Analysis (LORA) (CDRL A001)

The Contractor shall conduct a Level of Repair Analysis (LORA) using the Governments COMPASS Model for the FoHPBAC and includes all potential repairable items/components (i.e. Line Replaceable Units (LRUs), assemblies, and subassemblies). The COMPASS Model is available free of charge to Government Contractors (<https://www.logsa.army.mil/lec/compass>). The LORA shall be performed and reported to support the most efficient and effective method of repairing the system and developing maintenance procedures for the TM delivered under this contract. This analysis shall determine the maintenance level at which the item should be repaired or replaced, with an evaluation threshold of \$100 for Field and \$350 for Sustainment. The Contractor shall perform Non-Economic, Economic and Sensitivity evaluations. The LORA and other analysis shall be used to identify those components, assemblies, modules that can be economically repaired by the wholesale supply system. The results of the Government Approved LORA shall be incorporated into the Maintenance Analysis Summary. The Contractor shall deliver the LORA, Non-Economic, Economic and Sensitivity evaluation results, input spreadsheet and all other items to the Government in accordance with CDRL A001 and Attachment 002.

C.8.2.1.2. Maintenance Analysis Summary (CDRL A002)

The supportability analysis shall be documented in the Contractors format as an LMI product entitled Maintenance Analysis and will identify all maintenance functions, level of maintenance, manpower, spare and repair parts, and support equipment required for each replaceable and repairable item. The Contractor shall prepare the summary in a Microsoft Office EXCEL format and will serve as source data for development of the Maintenance Allocation Chart (MAC), Provisioning Technical Documentation (PTD), TMs and Army Manpower and Requirements Criteria (MARC). The Maintenance Analysis shall be documented in end item hardware breakdown sequence (top-down breakdown), using LSA Control Numbers (LCNs). The Contractor shall facilitate a conference at the Contractors facility with the Government to review the initial maintenance analysis IAW the schedule developed at the Start of Work meeting. The Maintenance Analysis Summary shall be prepared and delivered in accordance with Attachment 003 (LMI Summary Worksheet: Maintenance Analysis) and CDRL A002.

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C.8.2.1.3. National Maintenance Work Requirement (NMWR) Candidate List

The Contractor shall provide The NMWR candidate list which shall be a product of the LORA (C.8.2.1.2.). All components coded for repair at the sustainment level of maintenance with a unit price in excess of \$350 will be a NMWR candidate. The Contractor shall annotate these components on the Maintenance Analysis and provide them as a separate list at the first Maintenance Analysis review. The Government will review and approve the final list of NMWR candidates at the final Maintenance Analysis review.

C.8.3. Special Equipment, Tools & Test Equipment (CDRL A003)

The Contractor shall deliver a list of Special Equipment, Tools, and Test Equipment utilized to maintain the FoHPBAC. The source data for this list will be the Maintenance Analysis, performed per paragraph C.8.2.1.2. The list shall be in tabular form and shall identify special tools and Test, Measurement, and Diagnostic Equipment (TMDE) not contained in the authorized U.S. Army Supply Catalogs. The list shall also identify all TMDE being utilized from the authorized U.S. Army Supply Catalogs to maintain or troubleshoot the FoHPBAC. A list of authorized Supply Catalogs (SCs) that contain common tools, and other SC information will be provided at the Start of Work meeting. Maximum use of common tools, support equipment, and TMDE normally organic to the user is required. If a required item is not contained in the SCs provided then the Contractor shall provide the proposed alternative item to the Government. The Government will decide whether or not the Contractor proposed alternative item will serve as a suitable and effective replacement for the item in question. The list shall provide Nomenclature, Cage Code (CAGEC), National Stock Number (NSN), if assigned, Part Number (PN), level of maintenance, and price of each item on the list. The Contractor shall deliver an STTE List in accordance with CDRL A003.

C.8.3.1. Special Tools

The following paragraphs are included to clarify special tools for Army use. Special tools are not identified as components in a Sets, Kits, and Outfits (SKO) Supply Catalog. Special tools are:

- a. Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by LCNs in Repair Parts and Special Tools Lists (RPSTLs) and located in Technical Manuals (TMs) as appendices. Fabricated tools are used on a single end item.
- b. Tools that are supplied for military applications only (e.g., a cannon tube artillery bore brush) or tools having great military use but having little commercial application.
- c. Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports the end item/unit (e.g., a spanner wrench used on a specific Ford engine model and on another engine in the Army inventory).
- d. Tools and TMDE required to maintain or diagnose the FoHPBAC that are not available in the units authorized SKO SC.

C.8.3.2. New TMDE Items

The Contractor shall not introduce any new, unique tools without prior written Government approval. However, those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/ provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The Contractor shall provide all required data for all new TMDE. Reference web site DA PAM 700-60, http://www.army.mil/usapa/epubs/xml_pubs/p700_60/head.xml, for more information.

C.8.3.4. Critical Stockage List (CSL) (CDRL A004)

The Contractor shall deliver a draft critical stockage list for the FoHPBAC concurrent with the final Maintenance Analysis (see paragraph C.8.2.1.2). The items on the CSL are directly related to the provisioning effort required per this contract in that all procurable parts are required to be provisioned and are also required to be on the priced parts list required per this paragraph. The priced parts list shall also match the Bill of Materials (BOM) for the FoHPBAC to the extent the parts are applicable. The CSL shall be prepared and submitted in accordance with Attachment 004 (Critical Stockage List), and CDRL A004.

C.8.3.5 Authorized Stockage Level (ASL)

The Contractor shall deliver a recommended ASL List consistin of service parts that will be required for maintenance of the FoHPBAC for six months/hrs of normal usage. The ASL list will consist of nomenclature, part number, quantity, price and will be delivered concurrently with the first Maintenance Analysis (see CDRL A002).

C.8.4. Provisioning

C.8.4.1. Provisioning Parts List (PPL) (CDRL A005)

The Contractor shall develop the Provisioning Parts List (PPL). The PPL shall be structured at the assembly level as specified by the MAC. The PPL shall be structured in a Top-Down generation breakdown sequence. The Provisioning Line Item Sequence Number (PLISN) range of a PPL shall begin with Alphanumeric Codes in disassembled order. Guidance on PLISN assignment will be discussed at the Provisioning Guidance Conference. Prime part numbers and Commercial and Government Entity (CAGE) Codes will reflect the original equipment manufacturers information unless that part is modified, changing form, fit, and function. The PPL shall be in accordance with CDRL A005 and Attachment 5 (Provisioning Data Requirements) and Attachment 006 (Provisioning Requirements Statement).

C.8.4.2 Engineering Data for Provisioning (EDFP) (CDRL A006)

Provisioning illustrations shall consist of illustrations such as company drawings or commercial parts book pages that clearly identify each new item, the items part number and CAGE Code, physical characteristics and function of the item. The Contractor shall furnish an illustration that is legible and representative for each P source-coded part number being provisioned. Illustrations shall be annotated

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with the affected Provisioning Contract Control Number (PCCN) and Provisioning Line Item Sequence Number (PLISN) for the system. Illustrations are not required for items accompanied by a copy of provisioning screening which indicates this item has previously been assigned a valid National Stock Number (NSN). Missing PPL data in any submittals will remain in a non-acceptable status until approved PPL and complete Engineering Data For Provisioning (EDFP) supporting documentation is provided. In the event that an item identified on a PPL has ceased to exist (i.e., not been replaced by a form, fit and function equivalent item) for any reason, PM-SKOT, shall immediately be notified of this fact, along with a narrative statement of the cause and predicted effect of the change. The Contractor shall deliver a separate file to the Government containing only the PPL IAW Provisioning Parts List. EDFP shall be submitted in accordance with CDRL A006 and Attachment 006.

C.8.4.3. Engineering Drawing Tree (CDRL A007)

The engineering drawings and parts lists when linked together in a drawing tree or engineering product structure form an engineering bill of material or as-designed configuration. This representation of how materials, components, sub-assemblies and assemblies come together to form the end product is based on the designers' visualization of the product and its stages of production or based on a functional subsystems-oriented view of product assemblies. The Contractor shall provide Engineering Drawing Tree in accordance with CDRL A007.

C.8.4.4. Material Master/Provisioning Bill Of Material (PBOM)

The Contractor shall submit all LSA-036 LMI provisioning data (PPL) electronically in either MIL-STD-1388 or MIL-STD-1552 format. The Government will discuss each method at the start of work meeting (C 5.3.). All submissions of the LMI PPL data must be compatible with TACOM Logistics Modernization Program (LMP), and must pass all edits. The Contractor shall correct all rejects within five business days.

C.8.4.5. Provisioning and Pre-Procurement Screening (PPS)

The Contractor shall conduct PPS. Contractor shall make available the PPS that corresponds with the PPL submittal under review at each Provisioning Conference. The Contractor shall conduct provisioning screening using Federal Logistics Information System (FLIS), WEBFLIS, FEDLOG or by batch submittal part numbers to DLIS (additional information on FLIS and batch submittals to DLIS, refer to the Provisioning Screening User Guide. For additional information on WEBFLIS, go to <http://www.dlis.dla.mil/webflis>. These results will be used to select valid Commercial and Government Entity Codes (CAGEC), part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. Common hardware items (nuts, bolts, screws, washers, lock washers, rivets, etc.) will be screened by technical characteristics. Provisioning and other pre-Procurement Screening data is used to identify existing NSNs for an item, validate most current NSNs, and aid in maximum use of known assets. The screening results shall ensure that the NSN is valid and procurable by the Government. If an NSN is not found through FLIS, WEBFLIS, or FEDLOG the Contractor shall screen the item through NATO Master Catalog of Reference for Logistics (NMCRL). To become a registered user of NMCRL, the Contractor may go to the website <http://www.nato.int/nmcrl> and become a subscriber. The PPS shall accompany the submissions of the PPL and be in PLISN sequence. Final screening results shall be concurrent with final PPL submissions.

C.8.4.6. Provisioning Conferences

The Contractor shall host a provisioning conference (unless otherwise directed by the Government) not to exceed 3 working days for each incremental review. Provisioning data presented for review shall include complete assemblies. The Contractor shall provide at least two Internet connections (Ethernet/wireless) for use by Government attendees.

C.8.4.7. Provisioning Quality Assurance

The Contractor shall be responsible for the quality of all LMI/Provisioning deliverables identified in para C.9.1. (PPL & EDFP). The level of acceptance for approval is 100% accuracy for each deliverable. All information shall be complete, technically accurate and usable by TACOM and DLIS for NSN assignment. All submissions of the PPL data must be compatible with our Logistics Modernization Program (LMP). The data shall be capable of being loaded into our Provisioning Master Record (PMR) without any modifications to the data. LMP has various methods by which the Contractor can deliver provisioning data and the Government will discuss these methods at the Provisioning Guidance Conference. The Contractor shall ensure only those items that are repair parts or part of the end items top-down generation breakdown will be loaded into the PMR. The Government will reject all others. In addition, the Government will reject any PPL if there is more than 3% error.

C.8.5. Technical Manuals (TMs) (CDRL A008)

The Governments intent is to merge Contractors Commercial Off-the-Shelf (COTS) operation, maintenance, and repair parts/provisioning information into Government formatted Technical Manuals. The Contractor shall provide COTS manuals for operation, maintenance, and repair parts information in accordance with CDRL A008.

C.8.5.1. TM Validation and Verification

The Validation process shall be no more than two weeks and will be performed at the Contractors facility. The Verification process shall be no more than two weeks and will be performed at the Contractors facility. Verification may consist of actual performance of up to 100% of operator and maintenance procedures. The Government has the right to choose to verify manuals by desk-top review, review on equipment, or actual performance, or any combination of these methods. The Contractor shall provide support to the Government validation and verification process. This support shall consist of facilities, desk, chairs, equipment preparation, and equipment maintenance, mandatory replacement parts supply, consumables (rags, lubricants, sealants, etc.) photographic and reproduction equipment, supply, tools, and special tools (if applicable). In addition, Contractor personnel shall be provided to assist with the validation and verification process to answer questions, review verification issues, and notify the Government regarding erroneous changes or

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recommendations that arise during verification.

C.8.7. Logistics Demonstration (LD) Support

The Government will plan and conduct a FoHPBAC LD on each type and components after the validation for the 13&P Technical Manual (TM) IAW the Government approved ILS schedule developed at the start of work meeting. The LD shall be hosted by the Contractor, at the Contractors facility with Contractor participation..

C.8.7.1. Logistics Demonstration

The LD shall be no more than 30 working days (Mon-Fri) allowing not more than 10 work days per compressor type. The LD shall be conducted using one production representative Type I, Type II, and all the components. The Contractor shall make available the necessary personnel, facilities, equipment, tools, test equipment, supplies and pertinent documents required for LD Any changes to the DA TMs will be performed during the LD in real-time(any minor changes to illustrations to support narrative information can lag by 24 hours). However, art markups will be provided in real-time, as they occur. The Government will perform Operator and Maintainer PMCS, during LD. In addition, the Contractor shall develop a method of inserting non-destructive faults into the FoHPBAC for those applicable troubleshooting tasks. The Government will provide a specific list of troubleshooting tasks to perform during LD.

C.8.7.2. Design Change Notices/Engineering Change Proposals (DCN/ECP)

Contractor shall submit DCN/ECP LMI Data for those design items and/or part number changes which modify, add, delete or supersede any of the Operating, Maintenance or Repair Parts Manual information that was provided previously for the FoHPBAC system.

C.9. Training (CDRL A014)

C.9.1 The Contractor shall provide:

C.9.1.1 Government Personnel New Equipment Training (Compressor Types I & II plus Fire)

Government Personnel New Equipment Training at the manufacturers facility. Training will be Government approved and conducted at the manufacturers facility by the manufacturers authorized and qualified instructors for Type I, Type II and all components (to include standalone air storage and distribution system and protective blast cabinet). There will be a maximum of (15) fifteen personnel from the New Equipment Fielding Team in the training. Training shall consist of proper operating procedures, equipment familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, trouble shooting and use of all components. A commercial operators manual and training information materials shall also be provided to supplement training. Training and training material will be provided in accordance with CDRL A014. A training session will not exceed of five consecutive eight hour days.

C.9.1.2. New Equipment Dive Units

In addition the Contractor shall provide Contractor New Equipment Training, at three specified locations in the continental United States, for Type I and Type II (without standalone air storage and distribution system and protective blast cabinet). Training will be conducted by the manufacturers authorized and qualified instructors on both Types I and Type II (without standalone air storage and distribution system and protective blast cabinet) compressors only. Training shall be consistant with the NET provided at the manufacturer's facility. Training shall not exceed in three consecutive eight hour days.

C.9.3. Field Service Representative (FSR) -Technical Service Support (CDRL A009)

The Contractor shall provide FSR support during fielding of the FoHPBAC. The FSR must be factory trained and certified on all variants of the FoHPBAC and capable of providing service and technical support on all variants of the FoHPBAC. The FSR shall be experienced enough to diagnose problems and advise the Government in correction of any potential problems to ensure successful completion of testing. The effort will include: investigation and diagnosis of problems or issues at the test site related to system performance, maintenance, and training. The PCO shall designate the times and locations of the service to be performed. The Contracting Officer or authorized representative shall notify the Contractor of FSR(s) travel requirements. Upon notification for travel to the test site, the FSR will be on-site within 48-hours. The Government will provide instructions and establish itineraries. FSRs shall provide a report in accordance with CDRL A009.

C.9.4. FSR Personal Data

The Contractor shall make available personal data related to the FSRs including documentary evidence such as birth certification and such evidence as is requested by the local Government installation or area in which services are to be performed. The Contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person named. The Contractor shall contact local Government personnel and comply with local procedures. The local Government personnel Point of Contact will be identified in the task order.

C.9.5 Man Days

The FSR is to work no more than 10 hours per day, not to exceed three (3) days, unless authorized in writing by the PCO. A man-day of service includes periods during which the representative is delayed or prevented from performing tasks, only if the delay or non-performance is solely the Government's fault. Man-days of service include travel time for initial travel from Contractor's facility to site of work, travel between sites of work, and return travel to Contractor's facility. It shall also include time that the FSR spends preparing required written reports at the work site which can be verified by the Government.

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The awarded unit prices for CONUS FSR Support man-day, as defined in C.9.5, (SLIN 0041AA, 0042AA, 0043AA, 0044AA, 0045AA) are inclusive of the wages, subsistence, meals, lodging and incidental expenses in accordance with the Joint Travel Regulation (JTR) incurred by the Contractor for one employee per working day within the continental United States. The awarded unit prices for CONUS FSR Support Travel (SLIN 0051AA, 0052AA, 0053AA, 0054AA, 0055AA) are inclusive of all travel expenses in accordance with JTR incurred by the Contractor for one employee per round trip travel to a location within the continental United States. One FSR trip consists of a round flight to Destination and back.

C.10. Packaging Data Development

The Contractor shall, for component items pertaining to the FoHPAC, develop and provide to the Government packaging data for all items identified during the provisioning process with Source, Maintenance & Recoverability (SMR) code beginning with "P" excluding PR and PZ. The Contractor shall provide new or corrected packaging data for revisions created by a Configuration change. With each data submission, the Contractor shall include verification support data for each of the packaged data items, which shall provide the Government a reasonable means to determine the adequacy of the Contractor prepared packaging analysis and data submittal. This shall include item drawings and copies of applicable Material Safety Data Sheets for Hazardous Material items.

C.10.1 Excluded items are those items with packaging data already in the TACOM Packaging File PACQ, FEDLOG, FLIS, and those assigned a Contractor and Government Entity Code (CAGE) of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81348, 81349, 81352, and 88044.

C.10.2 Packaging/Logistics Data Entry (CDRL A010)

The Contractor shall develop, maintain and update packaging data. LMI packaging data is required IAW GEIA-STD-0007-A and will provide for the entry of information to the computer data base known as the TACOM Packaging Data File. The Packaging Data Entry shall be in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required. Packaging data shall be in accordance with Attachment 007 (Logistics Management Information Packaging Data Products), Attachment 008 (Incoming Transaction Format), and CDRL A010.

C.10.3 At Contractor request, the Government will provide MS ACCESS application to Contractor that provides data formatting and edit features for coding of packaging data products IAW MIL-STD-2073-1D.

C.10.4 Special Packaging Instructions (SPI) (CDRL A011 & CDRL A012)

The Contractor shall develop a SPI for each "Special item" as defined by MIL-STD-2073-1D. Special group items shall include items such as those being considered as National Maintenance Work Requirement (NMWR) candidate items. Development of SPI's shall be in accordance with MIL-STD-129P. Packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for reproduction. The format and content of SPI shall be in accordance with MIL-STD-2073-1D and CDRL A011.

C.10.4.1 Validation testing of SPI candidate shall be in accordance with ASTM D 4169. (Standard Practice for Performance Testing of Shipping Containers and Systems) and see: Acceptance Criteria 1, Distribution Cycle 18, Assurance Level I for unique components identified as fragile and/or sensitive and not previously tested. Performance Testing may be limited to Test Schedule A (Handling-manual and mechanical), for the first and second handling sequences and Schedule F Testing: Loose Load Vibration. Replicate testing and climatic conditioning is not required. Items with previously approved documented test results may be exempt from validation testing. Test results shall be submitted in accordance with CDRL A012.

C.11 CONTRACTOR MANPOWER REPORTING (CMR).

C.11.1 The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor will report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes:

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

C.11.2 Estimated data collection cost;

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C.11.3 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);

C.11.4 Locations where Contractor and subcontractors 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);

C.11.5 Presence of deployment or contingency contract language; and

C.11.6 Number of Contractor and subcontractor, employees deployed in theater this reporting period (by country).

NOTE As part of its submission, the Contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each U.S. Government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1 CHANGED ARDEC		PACKAGING REQUIREMENTS (COMMERCIAL)	NOV/2005
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The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

PRESERVATION: COMMERCIAL
 LEVEL OF PACKING: Commercial
 QUANTITY PER UNIT PACKAGE: One

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

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

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

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

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

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

4 Intermediate Package - Intermediate packaging is required whenever one or more of the following conditions exists:

a. the quantity is over one (1) gross of the same national stock number, b. use enhances handling and inventorying, c. the exterior surfaces of the unit pack is a bag of any type, regardless of size,

d. the unit pack is less than 64 cubic inches,

e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

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

5. Packing:

5.1 Unit packages and intermediate packages meeting the requirements for a shipping container may be utilized as a shipping container. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

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

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

7 Marking:

7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 3, Date 29 Oct 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. NOTE: Passive Radio Frequency Identification (RFID) tagging is required in all contracts that contain DFARS Clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. RFID tags are required for each shipping container and palletized load. If the item has Unique Identification Data (UID) markings, then each unit package also required a RFID tag to include the UID.

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7.2 Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g., New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

7.4 Commercial software may be used to generate a Military Shipment Label/Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D(PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC. Two Contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<http://milpac.com>) and Easysoft Corporation (<http://easysoftcorp.com>). (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

8. Hazardous Materials: In addition to the general instructions listed above;

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

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

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

8.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

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

9 Heat Treatment and Marking of Wood Packaging Materials - All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

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

11 SUPPLEMENTAL INSTRUCTIONS:

Manuals, parts lists, and warranty information shall be packed in sealed water proof packaging that is reusable, i.e. zip lock bag. Items of a delicate nature shall not be subjected to damage from rugged items contained within the same pack. Non-critical items of odd shapes or having sharp protrusions will not damage protective barriers or container. Segregation of items within a load shall be accomplished by wraps, bags, dividers, boxes, container separation, tubes, skin or blister packs, sleeves, blocking and bracing or other approved means.

CAUTION; Use of preservative materials shall not apply to items that provide life support (such as items designed for human intake of air, fluids, etc). Items (such as knife, wrench, file, pliers, punch, socket, etc) not providing life support where permanent coatings (such as plating or paint) are present may receive applications of preservative coatings, volatile corrosive inhibitors,

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and desiccants, as corrosion

protection provided the method of preservation is easily removed with cleaners that will not cause harm or health issues to the user. Preservation of life support items in question shall be cleaned with non-toxic materials as needed and packaged in watervaporproof barriers without the use of preservative like materials.

Openings of hoses, pipes, equipment ports, etc. shall be plugged, capped, or sealed to prevent entry of animal life, insects, or other foreign matter during shipping and storage.

Items of dissimilar metals subject to damage from electrolytic action shall be insulated with suitable material to prevent forming of galvanic corrosion. The exterior unit pack shall be marked for handling to indicate the number of units that may be safely stacked on top of each other and to indicate the load must be shipped and stored in the upright position only. The markings shall be large and clearly visible to a fork lift operator as the load is handled. The markings shall be STACK NO MORE THAN X HIGH, X being the calculated number of containers not to exceed when stacking, and THIS SIDE UP with an arrow indicating the correct direction. Packaging shall successfully pass test levels of ASTM-D 4169, Distribution Cycle 18, Acceptance Criterion 3, Assurance Level (I for level A pack, or II for level B pack), Military packing Level (A/B determined in Table C.II, MIL-STD-2073-1D). Testing shall be witnessed by Government Quality Assurance Representative. Packaged gross weight and size shall be included on the test report as well as a detailed description of the packaging. The contractor is exempted from testing if other data can be provided (see paragraph 5.6 of MIL-STD-2073-1D) and is acceptable to the Government.

When equipment is shipped with reservoir filled to recommended operational fluid levels with all openings sealed, a tag will be placed at fill point to note fluid was added and indicate the fill date (FLUID ADDED, mm-dd-yyyy). When equipment is not shipped with fluid filled reservoir, and the proper quantity of fluid is provided, fluid container will be packaged and secured inside unit shipping container. A tag shall be placed at fill point of equipment noted (EMPTY, MUST ADD FLUID BEFORE USE). Markings are presented in CAPITAL LETTERS. Limited quantities not over 5.0 L (1.3 gallons) net capacity each of flammable liquids and combustible liquids are excepted from labeling, unless transported by aircraft, (see 49 CFR, 173.150, (b) Limited quantities, (3).)

When a (set/kit/outfit, etc.) requires two or more containers, each container shall be marked (IAW) 5.2.14 of MIL-STD-129P (1 of 2, 2 of 2). Marking of the number of (sets/kits, etc) constructed shall also apply (Set 1, Set 2, Set 3). Multiple (sets/kits, etc) shall maintain consistency of contents to each container by packing all containers marked 1 of 4 with duplicate items, all containers marked 2 of 4 shall be duplicated to contain same items, with same consistency for the remaining containers of each (set/kit). See FIGURE 33 for marking in MIL-STD-129P. All items, containers, packing configurations, and markings supplied under this contract shall be identical to the first representative pack. Packing Lists are required for the inside and outside of each container, 5.3.1 and 5.3.1.1 of MIL-STD-129P, and shall be protected by waterproof bags. The use of packing list protectors is recommended. The load shall be designed to accommodate multiple forklift moves from the front and rear of container. Where large, heavy items are secured to container walls or floors by fasteners, bracing shall be designed for the items or sections of load to hold in position and prevent shifting within the container IAW ASTM-D996. All items within the load shall be stationary. The contractor shall furnish the Contracting Office shipping size and weight prior to shipment of the first representative pack.

Packaging for this action will be done by: Craters & Freighters

713 Fenway Ave, Suite A
Chesapeake, VA 23323

POC: Alan Foster
P (757) 548-5557
F (757) 548-5558

seva@cratersandfreighters.com
www.cratersandfreighters.com

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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F-1 CHANGED	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2008
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(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries N/A days after the delivery order date; or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 90 days after delivery order date.

(iii) You will deliver 25 units every thirty days.

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

(d) Accelerated delivery schedule is not acceptable without prior approval from the Contracting Officer.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

(ii) If FAT is not required or FAT is waived, deliveries will start 90 days after delivery order date.

[End of clause]

F-2 CHANGED	52.247-60 (WARREN)	GUARANTEED SHIPPING CHARACTERISTICS	APR/2012
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

TYPE I-026-D-ESSM Standard Commercial Packaging (Not fully enclosed)

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Name of Offeror or Contractor: BAUER COMPRESSORS, INC.

(i) Type of container: Wood Box X, Fiber Box , Barrel , Reel , Drum , Other (Specify) ;

(ii) Shipping configuration: Knocked-down , Set-up X, Nested , Other (specify) ;

(iii) Size of container: 70 (Length), x 67 (Width), x 58 (Height) = 158 Cubic Ft;

(iv) Number of items per container 1 each;

(v) Gross weight of container and contents 2033 Lbs;

(vi) Palletized/skidded X Yes No;

(vii) Number of containers per pallet/skid 1

(viii) Weight of empty pallet bottom/skid and sides 233 Lbs;

(ix) Size of pallet/skid and contents 2033 Lbs* Cube 158

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item .

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)

b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

TYPE II-FIRES : Standard Commercial Packaging (Not fully enclosed)

Containment Fill Station (Blast Box)

(i) Type of container: Wood Box X, Fiber Box , Barrel , Reel , Drum , Other (Specify) ;

(ii) Shipping configuration: Knocked-down , Set-up X, Nested , Other (specify) ;

(iii) Size of container: 42 (Length), x 31 (Width), x 66 (Height) = 50 Cubic Ft;

(iv) Number of items per container 1 each;

(v) Gross weight of container and contents 846 Lbs;

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Name of Offeror or Contractor: BAUER COMPRESSORS, INC.(vi) Palletized/skidded X Yes ___ No;(vii) Number of containers per pallet/skid 1(viii) Weight of empty pallet bottom/skid and sides 286 Lbs;(ix) Size of pallet/skid and contents 846 Lbs* Cube 50

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)

b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

TYPE II-C-D/DV/MU-FIRES and TYPEII-C-D/DV/MU-DIVE

Fully enclosed crate wood frame with plywood walls/sides

(i) Type of container: Wood Box X, Fiber Box ____, Barrel ____, Reel ____, Drum ____, Other (Specify) _____;(ii) Shipping configuration: Knocked-down ____, Set-up X, Nested ____, Other (specify) _____;(iii) Size of container: 56 (Length), x 29 (Width), x 36 (Height) = 34 Cubic Ft;(iv) Number of items per container 1 each;

(v) Gross weight of container and contents 413 Lbs;

(vi) Palletized/skidded X Yes ___ No;(vii) Number of containers per pallet/skid 1(viii) Weight of empty pallet bottom/skid and sides 128 Lbs;(ix) Size of pallet/skid and contents 413 Lbs* Cube 34

(2) To be completed by the Government after evaluation but before contract award:

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Name of Offeror or Contractor: BAUER COMPRESSORS, INC.

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

***52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics**

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)

b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

TYPE II-FIRES : Standard Commercial Packaging (Not fully enclosed)
Containment Fill Station (Blast Box)

- (i) Type of container: Wood Box X, Fiber Box ____, Barrel ____, Reel ____, Drum ____, Other (Specify) _____;
- (ii) Shipping configuration: Knocked-down ____, Set-up X, Nested ____, Other (specify) _____;
- (iii) Size of container: 63.5 (Length), x 17.12 (Width), x 54 (Height) = 35 Cubic Ft;
- (iv) Number of items per container 1 each;
- (v) Gross weight of container and contents 1045 Lbs;
- (vi) Palletized/skidded X Yes __ No;
- (vii) Number of containers per pallet/skid 1
- (viii) Weight of empty pallet bottom/skid and sides 125 Lbs;
- (ix) Size of pallet/skid and contents 1045 Lbs* Cube 35

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

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Name of Offeror or Contractor: BAUER COMPRESSORS, INC.

(End of Clause)

*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

- a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)
- b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)