

<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> 133	<b>Pages</b>
<b>2. Contract (Proc. Inst. Ident.) No.</b> W56HZV-14-C-0015		<b>3. Effective Date</b> 2013NOV18	<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY CONTRACTING COMMAND TUYEN HUYNH 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	

e-mail address: TUYEN.HUYNH@US.ARMY.MIL

<b>7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b> BIRDON AMERICA INC 909 POYDRAS ST STE 1400 NEW ORLEANS, LA 70112-4017		<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
		<b>9. Discount For Prompt Payment</b>	
<b>Code</b> 6KT72		<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>	
<b>Facility Code</b>		<b>Item</b> 12	
		<b>To The Address Shown In:</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
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<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>14. Accounting And Appropriation Data</b> SEE SECTION G			
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15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
<b>15G. Total Amount Of Contract</b> →					\$9,397,711.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	117
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	64	X	J	List of Attachments	133
X	D	Packaging and Marking	92	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	95		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	99		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	110		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	113				

**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"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	<b>18.</b> <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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<b>19A. Name And Title Of Signer (Type Or Print)</b>		<b>20A. Name Of Contracting Officer</b>  SUZANNE KAY DOETSCH SUZANNE.DOETSCH@US.ARMY.MIL (586)282-7087	
<b>19B. Name of Contractor</b>	<b>19c. Date Signed</b>	<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)	<b>20C. Date Signed</b> 2013NOV18
By _____ (Signature of person authorized to sign)			

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 133</b>
	PIIN/SIIN W56HZV-14-C-0015 MOD/AMD	

**Name of Offeror or Contractor:** BIRDON AMERICA INC

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: TUYEN HUYNH  
 Buyer Office Symbol/Telephone Number: CCTA-ATAC/(586)282-0542  
 Type of Contract: Firm Fixed Price  
 Kind of Contract: Supply Contracts and Priced Orders  
 Type of Business: Other Small Business Performing in U.S.  
 Surveillance Criticality Designator: C  
 Weapon System: Fixed Bridges and Support Equipment

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

The following administrative changes have been incorporated into this contract:

1. Due to change from Fiscal Year 2013 to Fiscal Year 2014, the contract number changed from W56HZV-13-C-0336 to W56HZV-14-C-0015.
2. The NSN has been established for the BEB, and CLIN 0001AA now contains NSN: 1940-01-615-8699.
3. Due to the establishment of the NSN, the PSC for CLIN 0001AA changed from 5420 to 1940.
4. All other terms and conditions remain unchanged and in full force and effect.

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4850	ACCEPTANCE APPENDIX	SEP/2008

(a) Contract Number W56HZV-14-C-0015 is awarded to Birdon America, Inc.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

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

(d)

- (1) The Conventional Rafting Speed is incorporated into this contract in section H.8.
- (2) The Forward Top Speed is incorporated into this contract in section H.9.
- (3) DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions is incorporated into this contract as Attachment 0023 in section J.

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

- Amendment 0001 Effective Date 31 January 2013
- Amendment 0002 Effective Date 06 February 2013
- Amendment 0003 Effective Date 11 February 2013
- Amendment 0004 Effective Date 19 February 2013
- Amendment 0005 Effective Date 27 February 2013
- Amendment 0006 Effective Date 08 March 2013
- Amendment 0007 Effective Date 18 March 2013
- Amendment 0008 Effective Date 03 May 2013

[End of Clause]

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																											
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  Ten Bridge Erection Boats (BEB) are for Production Qualification Test (PQT) at APG, and one BEB is for Logistics Demonstration (LD) at the contractor's facility within the continental US.  (End of narrative A001)																															
0001	BRIDGE ERECTION BOAT NSN: 1940-01-615-8699																															
0001AA	<u>BRIDGE ERECTION BOAT (BEB)</u>  GENERIC NAME DESCRIPTION: BRIDGE ERECTION BOAT CLIN CONTRACT TYPE: Firm Fixed Price PRON: P126K1412T PRON AMD: 06 ACRN: AA PSC: 1940  <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATPD 2393 & SECTION C  Reference section C for details.  (End of narrative C001)  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION C & D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC SUPPL <table border="0" data-bbox="261 1633 846 1682"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV4281K141</td> <td>W81C5M</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0" data-bbox="261 1686 846 1892"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>4</td> <td>16-JUL-2014</td> </tr> <tr> <td>002</td> <td>4</td> <td>15-AUG-2014</td> </tr> <tr> <td>003</td> <td>2</td> <td>14-SEP-2014</td> </tr> <tr> <td>004</td> <td>1</td> <td>13-NOV-2014</td> </tr> </table>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV4281K141	W81C5M	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	4	16-JUL-2014	002	4	15-AUG-2014	003	2	14-SEP-2014	004	1	13-NOV-2014	11	EA	\$ 683,688.77000	\$ 7,520,576.47
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																											
001	W56HZV4281K141	W81C5M	J		2																											
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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0002	FOB POINT: Destination  SHIP TO: (W81C5M) PR W4QU USA ABERDEEN TEST CENTER BLDG 358 MICHAELVILLE ROAD  ABERDEEN PROVING GROUND,MD,21005-50  CPK NSN: 9999-99-999-9999																													
0002AA	<p><u>CREW PROTECTION KIT (CPK) TEST STRUCTURE</u></p> <p>GENERIC NAME DESCRIPTION: CPK                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: P136K0442T PRON AMD: 03 ACRN: AB                      PSC: 8470</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      ANNEX C &amp; SECTION C.17                       Reference section C.17.1.2 for details.                       (End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION C &amp; D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td>W56HZV4281K044</td> <td>W81C5M</td> <td>J</td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>14-SEP-2014</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination                       SHIP TO:                      (W81C5M) PR W4QU USA ABERDEEN TEST CENTER                      BLDG 358 MICHAELVILLE ROAD</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W56HZV4281K044	W81C5M	J	2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	1	14-SEP-2014			1	EA	\$ 64,194.00000	\$ 64,194.00
DOC	SUPPL																													
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																										
001	W56HZV4281K044	W81C5M	J	2																										
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																												
001	1	14-SEP-2014																												

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0003	ABERDEEN PROVING GROUND,MD,21005-50  PQT														
0003AA	<p><u>PRODUCTION QUALIFICATION TEST (PQT)</u></p> <p>1</p> <p>GENERIC NAME DESCRIPTION: PQT                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: P126K1392T PRON AMD: 02 ACRN: AC</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.14 &amp; C.17</p> <p>The requirement for this SLIN includes PQT Training.                      Reference sections C.14.2 and C.17.1 for details.</p> <p>(End of narrative C001)</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></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>31-JUL-2014</td> </tr> </table> <p>\$ 142,903.44</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		31-JUL-2014	1	LO		\$ 142,903.44
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	31-JUL-2014														
0004	LOG DEMO														
0004AA	<p><u>LOGISTICS DEMONSTRATION</u></p> <p>1</p> <p>GENERIC NAME DESCRIPTION: LOG DEMO                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PRON: P136K0452T PRON AMD: 01 ACRN: AD</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:</p>	1	LO		\$ 100,799.90										



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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0006	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>Contractor shall provide the data deliverables set forth in Section J, Exhibit A.</p> <p>(End of narrative A001)</p>													
A001	<p><u>EPA NSE JUSTIFICATION REPORT</u></p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.2.1.1</p> <p>Reference section C.2.1.1 and CDRL A001 for details.</p> <p>(End of narrative C001)</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>SEE DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ <u>          ** NSP **</u>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A002	<p><u>BASIC ISSUE ITEM (BII) LIST</u></p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.2.3</p> <p>Reference section C.2.3 and CDRL A002 for details.</p> <p>(End of narrative C001)</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>SEE DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ <u>          ** NSP **</u>
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												













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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A017	<p>PROCUREMENT DOCUMENTATION TITLE: SECTION C.6.5.2</p> <p>Reference section C.6.5.2 and CDRL A016 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p> <p><u>NOTICE OF REVISION (NOR)</u></p>	1	LO		\$ ** NSP **
A018	<p>PROCUREMENT DOCUMENTATION TITLE: SECTION C.6.5.2</p> <p>Reference section C.6.5.2 and CDRL A017 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p> <p><u>REQUEST FOR DEVIATION (RFD)</u></p>	1	LO		\$ ** NSP **
	<p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.6.5.3</p> <p>Reference section C.6.5.3 and CDRL A018 for details.</p> <p>(End of narrative C001)</p>				



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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A021	<p>001 1 SEE DD FORM 1423</p> <p><u>PHYSICAL CONFIGURATION AUDIT (PCA) PLAN</u></p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.6.7.1</p> <p>Reference section C.6.7.1 and CDRL A021 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p>	1	LO		\$ ** NSP **
A022	<p>AS BUILT CONFIGURATION LIST (ABCL)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.6.7.2</p> <p>Reference section C.6.7.2 and CDRL A022 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p>	1	LO		\$ ** NSP **
A023	<p><u>PCA SUMMARY REPORT</u></p>	1	LO		\$ ** NSP **



















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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	C.13.5.3 and CDRL A043 for details. (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0"> <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>SEE DD FORM 1423</td> </tr> </table> \$ 446,205.21	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	1	SEE DD FORM 1423									
A044	<u>RPSTL MANUAL</u>  GENERIC NAME DESCRIPTION: RPSTL MANUAL CLIN CONTRACT TYPE: Firm Fixed Price  PRON: P136K0422T PRON AMD: 01 ACRN: AE  <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.13.1.3  Reference sections C.13.1.3, C.13.2.1-C.13.2.3, C.13.5.3 and CDRL A044 for details. (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0"> <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>SEE DD FORM 1423</td> </tr> </table> \$ 164,936.03	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ 164,936.03
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	1	SEE DD FORM 1423									
A045	<u>LUBRICATION ORDER</u>  GENERIC NAME DESCRIPTION: LUBRICATION ORDER CLIN CONTRACT TYPE: Firm Fixed Price  PRON: P136K0422T PRON AMD: 01 ACRN: AE	1	LO		\$ 20,350.75						



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>GENERIC NAME DESCRIPTION: CPK WITH RPSTL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>PRON: P136K0422T PRON AMD: 01 ACRN: AE</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.13.1.6</p> <p>Reference sections C.13.1.6, C.13.2.1-C.13.2.3,                      C.13.5.3 and CDRL A047 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p> <p>\$ 56,820.89</p>				
A048	<p><u>VALIDATION REPORT</u></p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.13.5</p> <p>Reference sections C.13.5, C.13.5.2 and CDRL A048 for                      details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p>	1	LO		\$ ** NSP **
A049	<p><u>VALIDATION PLAN</u></p>	1	LO		\$ ** NSP **



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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Reference sections C.14.3 - C.14.3.2.6 and CDRL A051 for details.  (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001                      1                      SEE DD FORM 1423				
A052	<u>LUT TRAINING MATERIAL</u>  <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.4  Reference sections C.14.4 - C.14.4.2.6 and CDRL A052 for details.  (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DLVR SCH      PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001                      1                      SEE DD FORM 1423	1	LO		\$ ** NSP **
A053	<u>OPNET TRAINING MATERIAL</u>  GENERIC NAME DESCRIPTION: OPNET TRAINING MATERIAL CLIN CONTRACT TYPE: Firm Fixed Price  PRON: P136K0422T      PRON AMD: 01      ACRN: AE  <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.5  Reference sections C.14.5 - C.14.5.3 and CDRL A053 for details.	1	LO		\$ 23,751.45















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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p><u>Description/Specs./Work Statement</u>            PROCUREMENT DOCUMENTATION TITLE:            SECTION C.20.1</p> <p>Reference section C.20.1 and CDRL A069 for details.</p> <p>(End of narrative C001)</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>SEE DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0007	<p><u>CONTRACT MANPOWER REPORTING</u></p> <p>Contractor shall annually submit data for itself and its subcontractors in accordance with TACOM Clause 52.237-4000 as referenced in Section C.</p> <p>Unit Identification Code (UIC): W6DWAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</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>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO		\$ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	AS REQUIRED												

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
1001	REFERENCE SECTION H.5 FOR THE EXERCISE OF ALL OPTION CLINS.  (End of narrative A001)  BEB (OPTION 1)																			
1001AA	<p><u>BRIDGE ERECTION BOAT</u></p> <p>GENERIC NAME DESCRIPTION: BEB (OPTION 1)                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PSC: 5420</p> <p><u>Range Quantities</u></p> <table border="1" data-bbox="267 835 673 966"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$621,649.53</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$599,679.07</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$594,876.57</td> </tr> <tr> <td>57</td> <td>75</td> <td>\$586,235.95</td> </tr> </tbody> </table> <p>This option may be exercised from the date of Contract Award through 730 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>The contractor is permitted, at no additional cost to the Government, to expedite delivery under this CLIN. Any additional Care &amp; Storage costs resulting from an accelerated delivery shall be the contractor's responsibility. The Government will be responsible for Care &amp; Storage costs after 30 days have lapsed from the date of acceptance.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      ATPD 2393 &amp; SECTION C</p> <p>Reference sections C.2.1, C.2.3, C.2.4 and C.2.6 for details.</p>	FROM	TO	UNIT PRICE	1	14	\$621,649.53	15	28	\$599,679.07	29	56	\$594,876.57	57	75	\$586,235.95			See Range Pricing	
FROM	TO	UNIT PRICE																		
1	14	\$621,649.53																		
15	28	\$599,679.07																		
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTIONS C &amp; D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>																			
1002	CPK (OPTION 1)																			
1002AA	<p><u>CREW PROTECTION KIT (CPK)</u></p> <p>GENERIC NAME DESCRIPTION: CPK (OPTION 1)                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PSC: 8470</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$31,410.00</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$30,615.28</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$29,830.26</td> </tr> <tr> <td>57</td> <td>75</td> <td>\$29,045.26</td> </tr> </tbody> </table> <p>This option may be exercised from the date of                      Contract Award through 730 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE                      ENTITLED OPTION FOR INCREASED QUANTITY---                      SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT                      Form a part of the basic contractual quantity. Part                      or all of it may, however, be added to the contract</p>	FROM	TO	UNIT PRICE	1	14	\$31,410.00	15	28	\$30,615.28	29	56	\$29,830.26	57	75	\$29,045.26			See Range Pricing	
FROM	TO	UNIT PRICE																		
1	14	\$31,410.00																		
15	28	\$30,615.28																		
29	56	\$29,830.26																		
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CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>by exercise of the option clause, at the discretion of the Government.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      ANNEX C &amp; SECTION C</p> <p>Reference section C.2.2 for details.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTIONS C &amp; D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>				
1003	LUT (OPTION 1)				
1003AA	<p><u>LIMITED USER TESTING (LUT)</u></p> <p>GENERIC NAME DESCRIPTION: LUT (OPTION 1)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p>				\$ 63,267.75

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>This option may be exercised from date of contract award through 730 DAC.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.17</p> <p>The requirement for this SLIN includes Contractor Support for LUT, which is section C.17.3.1. Reference section C.17.3 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
1004	TRAINING FOR LUT (OPTION 1)				
1004AA	<p><u>TRAINING FOR LUT</u></p> <p>GENERIC NAME DESCRIPTION: TRAINING FOR LUT (OPTION 1)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from date of contract award through 730 DAC.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.14.4</p> <p>Reference section C.14.4 for details.</p>				<p>\$ <u>64,651.20</u></p>

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
1005	<p>CSR (OPTION 1)</p>				
1005AA	<p><u>CONTRACTOR SERVICE REPRESENTATIVE</u></p> <p>GENERIC NAME DESCRIPTION: CSR (OPTION 1)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from the date of Contract Award through 730 DAC.</p> <p>The Government may exercise up to 260 days of CSR support under this option.                      \$_737.84_ / Day / Person</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.10</p> <p>Reference section C.10 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
1006	<p>BEB STORAGE (OPTION 1)</p>				

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006AA	<p><u>BEB STORAGE</u></p> <p>GENERIC NAME DESCRIPTION: BEB STORAGE (OPTION 1)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from the date of Contract Award through 730 DAC.</p> <p>The Government may exercise up to 500 days of BEB Storage Under this CLIN.                      \$_30.76_ / Day / BEB</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.20</p> <p>Reference section C.20 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
2001	BEB (OPTION 2)																			
2001AA	<p><u>BRIDGE ERECTION BOAT</u></p> <p>GENERIC NAME DESCRIPTION: BEB (OPTION 2)                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PSC: 5420</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" data-bbox="267 672 673 808"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$632,329.12</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$609,699.55</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$599,971.92</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$591,198.35</td> </tr> </tbody> </table> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>The contractor is permitted, at no additional cost to the Government, to expedite delivery under this CLIN. Any additional Care &amp; Storage costs resulting from an accelerated delivery shall be the contractor's responsibility. The Government will be responsible for Care &amp; Storage costs after 30 days have lapsed from the date of acceptance.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      ATPD 2393 &amp; SECTION C</p> <p>Reference sections C.2.1, C.2.3, C.2.4 and C.2.6 for details.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u></p>	FROM	TO	UNIT PRICE	1	14	\$632,329.12	15	28	\$609,699.55	29	56	\$599,971.92	57	96	\$591,198.35			See Range Pricing	
FROM	TO	UNIT PRICE																		
1	14	\$632,329.12																		
15	28	\$609,699.55																		
29	56	\$599,971.92																		
57	96	\$591,198.35																		

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTIONS C &amp; D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>																			
2002	CPK (OPTION 2)																			
2002AA	<p><u>CREW PROTECTION KIT (CPK)</u></p> <p>GENERIC NAME DESCRIPTION: CPK (OPTION 2)                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PSC: 8470</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$32,352.30</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$31,533.73</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$30,725.17</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$29,916.62</td> </tr> </tbody> </table> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p>	FROM	TO	UNIT PRICE	1	14	\$32,352.30	15	28	\$31,533.73	29	56	\$30,725.17	57	96	\$29,916.62			See Range Pricing	
FROM	TO	UNIT PRICE																		
1	14	\$32,352.30																		
15	28	\$31,533.73																		
29	56	\$30,725.17																		
57	96	\$29,916.62																		

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	<p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      ANNEX C &amp; SECTION C</p> <p>Reference section C.2.2 for details.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTIONS C &amp; D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>OPNET (OPTION 2)</p>				
2003AA	<p><u>OPERATOR NEW EQUIPMENT TRAINING (OPNET)</u></p> <p>GENERIC NAME DESCRIPTION: OPNET (OPTION 2)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from 731 DAC through                      1,096 DAC.</p> <p>The Government may exercise up to seven lots of OPNET                      under this CLIN. \$42,763.38 / Lot</p> <p>Each Lot = one 40-hour week of OPNET for four                      instructors.</p> <p>The applicable price for this option is based on the</p>				

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.14.5</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.5 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
2004	<p>FLMNET (OPTION 2)</p>				
2004AA	<p><u>FIELD LEVEL MAINTENANCE EQUIPMENT TRAINING</u></p> <p>GENERIC NAME DESCRIPTION: FLMNET (OPTION 2)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>The Government may exercise up to seven lots of FLMNET under this CLIN.                      \$_21,887.83_ / Lot</p> <p>Each Lot = one 40-hour week of FLMNET for two instructors.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.14.6</p>				

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Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The requirement for this SLIN includes travel costs.                      Reference section C.14.6 for details.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
2005	<p>CSR (OPTION 2)</p>				
2005AA	<p><u>CONTRACTOR SERVICE REPRESENTATIVE (CSR)</u></p> <p>GENERIC NAME DESCRIPTION: CSR (OPTION 2)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from 731 DAC through                      1,096 DAC.</p> <p>The Government may exercise up to 260 days of CSR                      support under this CLIN.                      \$_759.98_ / Day / Person</p> <p>The applicable price for this option is based on the                      date the option is exercised and not by the                      performance date(s).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.10</p> <p>Reference section C.10 for details.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
2006	<p>BEB STORAGE (OPTION 2)</p>				

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AA	<p><u>BEB STORAGE</u></p> <p>GENERIC NAME DESCRIPTION: BEB STORAGE (OPTION 2)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>The Government may exercise up to 500 days of BEB Storage under this CLIN.                      \$_31.69_ / Day / BEB</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.20</p> <p>Reference section C.20 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
3001	BEB (OPTION 3)																			
3001AA	<p><u>BRIDGE ERECTION BOAT</u></p> <p>GENERIC NAME DESCRIPTION: BEB (OPTION 3)                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      PSC: 5420</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" data-bbox="267 672 673 808"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$651,148.99</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$627,840.54</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$615,306.75</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$606,389.70</td> </tr> </tbody> </table> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>The contractor is permitted, at no additional cost to the Government, to expedite delivery under this CLIN. Any additional Care &amp; Storage costs resulting from an accelerated delivery shall be the contractor's responsibility. The Government will be responsible for Care &amp; Storage costs after 30 days have lapsed from the date of acceptance.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      ATPD 2393 &amp; SECTION C</p> <p>Reference sections C.2.1, C.2.3, C.2.4 and C.2.6 for details.</p> <p style="text-align: center;">(End of narrative C001)</p>	FROM	TO	UNIT PRICE	1	14	\$651,148.99	15	28	\$627,840.54	29	56	\$615,306.75	57	96	\$606,389.70			See Range Pricing	
FROM	TO	UNIT PRICE																		
1	14	\$651,148.99																		
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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
3002	<p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTIONS C &amp; D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p> <p>CPK (OPTION 3)</p>																			
3002AA	<p><u>CREW PROTECTION KIT (CPK)</u></p> <p>GENERIC NAME DESCRIPTION: CPK (OPTION 3)                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PSC: 8470</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$33,322.87</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$32,479.75</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$31,646.92</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$30,814.12</td> </tr> </tbody> </table> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p>	FROM	TO	UNIT PRICE	1	14	\$33,322.87	15	28	\$32,479.75	29	56	\$31,646.92	57	96	\$30,814.12			See Range Pricing	
FROM	TO	UNIT PRICE																		
1	14	\$33,322.87																		
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Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      ANNEX C SECTION C.2.2</p> <p>Reference section C.2.2 for details.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTIONS C &amp; D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>				
3003	OPNET (OPTION 3)				
3003AA	<p><u>OPERATOR NEW EQUIPMENT TRAINING (OPNET)</u></p> <p>GENERIC NAME DESCRIPTION: OPNET (OPTION 3)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from 1,097 DAC through                      1,462 DAC.</p> <p>The Government may exercise up to seven lots of OPNET                      under this CLIN. \$44,046.28 / Lot</p> <p>Each Lot = one 40-hour week of OPNET for four                      instructors.</p>				

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Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.14.5</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.5 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
3004	FLMNET (OPTION 3)				
3004AA	<p><u>FIELD LEVEL MAINTENANCE EQUIPMENT TRAINING</u></p> <p>GENERIC NAME DESCRIPTION: FLMNET (OPTION 3)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>The Government may exercise up to seven lots of FLMNET under this CLIN.                      \$_22,544.46_ / Lot</p> <p>Each Lot = one 40-hour week of FLMNET for two instructors.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:</p>				

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION C.14.6</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.6 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
3005	<p>CSR (OPTION 3)</p>				
3005AA	<p><u>CONTRACTOR SERVICE REPRESENTATIVE (CSR)</u></p> <p>GENERIC NAME DESCRIPTION: CSR (OPTION 3)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>The Government may exercise up to 260 days of CSR support under this CLIN. \$_782.78_ / Day</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.10</p> <p>Reference section C.10 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				

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 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	BEB STORAGE (OPTION 3)				
3006AA	<p><u>BEB STORAGE</u></p> <p>GENERIC NAME DESCRIPTION: BEB STORAGE (OPTION 3)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>The Government may exercise up to 500 days of BEB Storage under this CLIN. \$32.64 / Day / BEB</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.20</p> <p>Reference section C.20 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
4001	BEB (OPTION 4)																			
4001AA	<p><u>BRIDGE ERECTION BOAT</u></p> <p>GENERIC NAME DESCRIPTION: BEB (OPTION 4)                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      PSC: 5420</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" data-bbox="267 672 673 808"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$670,533.46</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$646,525.75</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$633,615.95</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$624,431.39</td> </tr> </tbody> </table> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>The contractor is permitted, at no additional cost to the Government, to expedite delivery under this CLIN. Any additional Care &amp; Storage costs resulting from an accelerated delivery shall be the contractor's responsibility. The Government will be responsible for Care &amp; Storage costs after 30 days have lapsed from the date of acceptance.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                          ATPD 2393 &amp; SECTION C</p> <p>Reference sections C.2.1, C.2.3, C.2.4 and C.2.6 for details.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:</p>	FROM	TO	UNIT PRICE	1	14	\$670,533.46	15	28	\$646,525.75	29	56	\$633,615.95	57	96	\$624,431.39			See Range Pricing	
FROM	TO	UNIT PRICE																		
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 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>SEE SECTIONS C &amp; D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>																			
4002	CPK (OPTION 4)																			
4002AA	<p><u>CREW PROTECTION KIT (CPK)</u></p> <p>GENERIC NAME DESCRIPTION: CPK (OPTION 4)                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      PSC: 8470</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$34,322.56</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$33,454.14</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$32,596.33</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$31,738.54</td> </tr> </tbody> </table> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p>	FROM	TO	UNIT PRICE	1	14	\$34,322.56	15	28	\$33,454.14	29	56	\$32,596.33	57	96	\$31,738.54			See Range Pricing	
FROM	TO	UNIT PRICE																		
1	14	\$34,322.56																		
15	28	\$33,454.14																		
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 PIIN/SIIN W56HZV-14-C-0015 MOD/AMD

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      ANNEX C &amp; SECTION C</p> <p>Reference section C.2.2 for details.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTIONS C &amp; D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>				
4003	OPNET (OPTION 4)				
4003AA	<p><u>OPERATOR NEW EQUIPMENT TRAINING</u></p> <p>GENERIC NAME DESCRIPTION: OPNET (OPTION 4)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>The Government may exercise up to seven lots of OPNET under this CLIN.                      \$_45,367.66_ / Lot</p> <p>Each Lot = one 40-hour week of OPNET for four instructors.</p>				

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.14.5</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.5 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
4004	FLMNET (OPTION 4)				
4004AA	<p><u>FIELD LEVEL MAINTENANCE EQUIPMENT TRAINING</u></p> <p>GENERIC NAME DESCRIPTION: FLMNET (OPTION 4)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>The Government may exercise up to seven lots of FLMNET under this CLIN.                      \$_23,220.80_ / Lot</p> <p>Each Lot = one 40-hour week of FLMNET for two instructors.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u></p>				

Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.6</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.6 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				
4005	CSR (OPTION 4)				
4005AA	<p><u>CONTRACTOR SERVICE REPRESENTATIVE (CSR)</u></p> <p>GENERIC NAME DESCRIPTION: CSR (OPTION 4) CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>The Government may exercise up to 260 days of CSR support under this CLIN. \$_806.26_ / Day</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.10</p> <p>Reference section C.10 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				

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Name of Offeror or Contractor: BIRDON AMERICA INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	BEB STORAGE (OPTION 4)				
4006AA	<p><u>BEB STORAGE</u></p> <p>GENERIC NAME DESCRIPTION: BEB STORAGE (OPTION 4)                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>The Government may exercise up to 500 days of BEB Storage under this CLIN. \$33.61_ / Day / BEB</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      PROCUREMENT DOCUMENTATION TITLE:                      SECTION C.20</p> <p>Reference section C.20 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-C-0015 <b>MOD/AMD</b>	<b>Page 64 of 133</b>
<b>Name of Offeror or Contractor:</b> BIRDON AMERICA INC		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.1 GENERAL
- C.2 HARDWARE AND DELIVERABLES
- C.3 GOVERNMENT FURNISHED PROPERTY (GFP)
- C.4 PROGRAM MANAGEMENT
- C.5 ENVIRONMENTAL, SAFETY ENGINEERING AND HEALTH HAZARDS
- C.6 CONFIGURATION MANAGEMENT (CM) AND TECHNICAL DATA PACKAGE (TDP)
- C.7 RELIABILITY, AVAILABILITY, MAINTAINABILITY (RAM) PROGRAM
- C.8 WARRANTY
- C.9 TRANSPORTABILITY REPORT
- C.10 CONTRACTOR SERVICE REPRESENTATIVE (CSR)
- C.11 INTEGRATED LOGISTICS SUPPORT
- C.12 PROVISIONING SPECIFICATIONS
- C.13 TECHNICAL PUBLICATIONS
- C.14 TRAINING
- C.15 PACKAGING DATA DEVELOPMENT
- C.16 QUALITY ASSURANCE MANAGEMENT
- C.17 GOVERNMENT TEST OVERVIEW
- C.18 BEB INSPECTION OVERVIEW
- C.19 CERTIFICATIONS TO ATPD 2392 PERFORMANCE REQUIREMENTS
- C.20 CARE AND STORAGE PRIOR TO SHIPMENT

C.1 GENERAL

C.1.1 Introduction

This Statement of Work (SOW) is for the production of the Bridge Erection Boat (BEB).

C.1.2 The contractor shall be responsible for the overall component selection, integration, design, development, fabrication, of the production boats to meet the requirements of Army Technical Purchase Description (ATPD) 2393 (Attachment 0001), and for providing test support for Government conducted production verification, logistics demonstration, technical manual validation/verification and operational tests. All testing must be successfully completed prior to full rate production approval by the Government.

C.1.3 Data

The contractor shall prepare deliverable program data in accordance with the format and content specified in the Data Item Descriptions (DID) and deliver data in accordance with the Contract Data Requirements List (CDRL). Unless otherwise stated, all data shall be submitted by email or by other electronic means mutually agreed to by both parties. Data submitted by email shall not exceed 10 megabytes (MB) in file size. Data over 10 MB shall be transmitted on a CD via regular mail or AMRDEC Secure Access File Exchange (SAFE) Web application.

C.2 HARDWARE AND DELIVERABLES

C.2.1 The contractor shall manufacture BEBs in accordance with the requirements of the ATPD 2393, with the exception of the modified language in sections H.8 and H.9. The Government developed and will maintain ATPD 2393.

C.2.1.1 Environmental Protection Agency (EPA) Compliance

If the contractor proposes a Tier II compliant engine, the contractor shall provide technical justification in accordance with CDRL A001 to support the Government request for a National Security Exemption (NSE) from EPA Tier III engine emission standards in accordance with 40 Code of Federal Regulation (CFR), Part 94.905, which would allow continued production of the Tier II engines. If a NSE is required, the contractor shall ensure NSE labeling requirements are met in accordance with EPA regulations. It is incumbent upon the contractor to determine the configuration which will meet the performance requirements and be available throughout the BEB production contract.

C.2.2 Crew Protection Kit (CPK)

The contractor shall manufacture CPKs in accordance with Annex C of ATPD 2393 and deliver in a container in accordance with Section D.

C.2.3 Basic Issue Items (BII)

The contractor shall provide BII for each BEB. The BII List is the essential, ancillary items, required to place the equipment into operation and perform emergency repairs, enabling it to perform the mission and function according to design. The contractor shall provide a BII list which lists all BII including the BII required by ATPD 2393 for each BEB (CDRL A002). The contractor shall over-pack

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the BII, to include the BII list, with each BEB.

C.2.4 Initial Support Package (ISP)

The contractor shall provide an ISP for each production BEB. The ISP shall consist of all service parts/items, with the exception of petroleum, oils and lubricants, required to meet service intervals during the first two years of service. The contractor shall mark each item/package with the nomenclature and part number. The contractor shall over-pack the ISP, to include the ISP list, with each BEB.

C.2.4.1 ISP List

The contractor shall provide an ISP list detailing all of the items to be included in the ISP. A complete ISP list shall include each item identified by nomenclature, part number and NSN (if assigned) (CDRL A003).

C.2.5 Component of End Items (COEI)

COEI are components that are part of the end item but must be removed and separately packaged for military transportation. The contractor shall over-pack the COEI with each BEB.

C.2.6 Modifications for BEB Interface

If any modifications are required for the CBT, PLST, IBC, or BAP to interface with the BEB, the contractor shall provide an installation modification kit and installation instruction over-packed with each BEB

C.3 GOVERNMENT FURNISHED PROPERTY (GFP)

The Government will provide GFP in accordance with Attachment 0003. The contractor shall manage the GFP in accordance with FAR 52.245-1.

C.3.1 Contractor Requirements for Operating GFE

The contractor shall have Operators/Maintainers who have an appropriate commercial drivers license to operate a CBT with and without the PLST.

C.3.2 GFE Familiarization Training

The contractor shall attend Government provided familiarization training at the contractors facility upon delivery of GFE. The Government will provide basic familiarization training to facilitate contractor operation of the GFE. Familiarization training will not exceed 40 hours. The contractor shall provide a list of attendees (not to exceed 12) to the Government at the Start of Work Meeting (SOWM).

C.3.3 Preventive Maintenance for GFP

The contractor shall conduct Preventive Maintenance Checks and Services (PMCS) outlined in the appropriate operator manuals.

C.4 PROGRAM MANAGEMENT

C.4.1 Participation/Logistics

The contractor shall participate in the meetings and reviews required in this statement of work with Government attendance. The Government will determine when meetings shall be held by electronic means (via tele-conferences, email, etc). Physical meetings shall be synchronized to minimize personnel resources and travel expenses.

C.4.2 Integrated Product Team (IPT)

An Integrated Product Team (IPT) shall be established to serve as the primary management tool and key method of communication for this contract. As part of the SOWM, the Government and contractor will form IPTs. The Government IPT will be detailed in Attachment 0004. IPTs and membership shall be assigned in the areas of contract and program management, engineering, Integrated Logistics Support (ILS), publications, packaging, training, quality assurance, safety, human factors/MANPRINT, test progress and production status. The contractor shall be prepared to address all schedule, performance, supportability and risk issues during IPT meetings.

C.4.3 Project Schedule

The contractor shall deliver a project schedule for the BEB Production phase. The project schedule shall include all milestones, system design and integration events, design meetings, Program Management Reviews, CDRL deliverable dates, test, modification, and logistics

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tasks required to complete the program, schedule, performance, and supportability requirements. The contractor shall maintain the project schedule, present the project schedule at each Program Management Review (PMR), explain all program slippages, and provide get-well plans within 30 days of discovery (CDRL A004). The Governments initial schedule is provided in Attachment 0005.

#### C.4.4 Agendas

The contractor shall submit an agenda and read-ahead package/briefing charts in contractor format for all meetings and reviews (CDRL A005).

#### C.4.5 Meetings

The contractor shall prepare and submit meeting minutes for all meetings and reviews. Minutes shall include all issues, actions, CDRL progress, entrance and exit criteria accomplishments per Attachment 0006, program decisions, and intention of the next PMR or technical review (CDRL A006). The following meetings are a part of this effort:

- a. Start of Work Meeting
- b. Program Management Reviews
- c. Critical Design Review
- d. Pre-Test Readiness Review (TRR) and TRR
- e. Initial Maintenance Analysis
- f. Provisioning Meeting
- g. Publications In-Process Reviews
- h. CARB Meeting

#### C.4.6 Start of Work Meeting (SOWM)

Within thirty (30) Days After Contract Award (DACA), a SOWM shall be held at the contractors production facility. Contractor attendees shall include contract administration personnel, management, engineers, and logistics personnel. The agenda for the SOWM shall be delivered in accordance with CDRL A005.

#### C.4.7 Program Management Reviews (PMR)

The contractor shall conduct quarterly PMRs with the Government through the completion of PQT. The first PMR shall be concurrent with the SOWM. The contractor shall present the schedule, performance, supportability status and risk mitigation initiatives.

#### C.4.8 Critical Design Review (CDR)

The contractor shall conduct a CDR at the contractors production facility with Government attendance no later than 60 DACA. The Government prefers that the CDR be held concurrently with the SOWM. The purpose of the CDR is to conduct a technical review of the design to ensure the system can meet stated performance requirements before finalizing design (CDRL A007).

#### C.4.9 Pre-Test Readiness Review (TRR) and TRR

The contractor shall conduct a Pre-TRR 30 days before delivery of the first PQT BEB. The purpose of the Pre-TRR is to provide the Government with assurances that the test requirements can be performed within the stated schedule. The contractor shall participate and attend the Government conducted TRR at Aberdeen Proving Grounds, MD, no more than 15 days after delivery of the test asset(s).

#### C.4.10 System Requirements Compliance Matrix

The contractor shall develop a requirements compliance matrix that tracks the current compliance with all ATPD 2393 requirements. This matrix shall be developed as estimates and shall be updated to reflect actual performance as development and test progress. The matrix shall follow the sequence and format of ATPD 2393, Table 1 and clearly depict if the data is an estimate or actual performance. The supporting documentation used to populate the requirements compliance matrix shall be available to the Government and discussed at PMRs as well as technical reviews (CDRL A008).

#### C.4.11 Risk Management

The Contractor shall identify, monitor, and mitigate all program risks, and track risk elements to completion/closure in a Risk Management Status Report. Resolved risks shall be archived on the report after Government approval (CDRL A009).

### C.5 ENVIRONMENT, SAFETY ENGINEERING AND HEALTH HAZARDS

#### C.5.1 Environmental Compliance

The contractor shall ensure that all aspects of contract execution, including all BEB hardware, are in compliance with United States

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Federal, State, and Local environmental regulations and requirements; including activities associated with design, build, test, storage and disposal. Hazardous materials usage shall be in accordance with ATPD 2393, 3.6.1. Hazardous materials restrictions shall apply to all components, parts, and materials provided under this contract, including items purchased through a subcontractor or supplier, Commercial Off-The-Shelf (COTS) components, OEM parts, and manufactured parts.

**C.5.2 Safety Assessment Report (SAR) (MIL-STD 882, Task 301)**

The contractor shall prepare a SAR in accordance with CDRL A010. The SAR is a comprehensive evaluation of the status of safety hazards and their associated risks. The contractor shall prepare and submit to the Government an initial SAR for the system as a result of system safety analyses, hazard evaluations, and any contractor independent testing.

**C.5.3 BEB System Safety Working Group (SSWG)**

The contractor shall provide representation at the BEB SSWG meetings. The BEB SSWG is a PM Chartered advisory group that addresses safety issues and supports the Program Manager in implementing the System Safety Program. During SSWG meetings, the contractor shall present Safety and Hazardous Materials Management program status and updates, Hazard Tracking System (HTS) status and updates, Hazardous Materials usage status and updates, and other Environmental, Safety, and Occupational Health (ESOH) data.

**C.5.4 Hazard Tracking System (HTS) (MIL-STD-882, Task 106)**

The contractor shall establish and maintain an HTS in accordance with CDRL A011. The HTS supports risk management by providing the Government a database to capture identified hazards and lessons learned, track status of the hazard corrective action or acceptance, and provide a communication forum. The contractor shall develop and maintain a method or procedure to document and track hazards for identification until the hazard is eliminated or the associated risk is reduced to a level acceptable to the Government.

**C.5.5 Health Hazards Analysis (HHA) (MIL-STD-882, Task 207)**

As an addendum of the SAR (CDRL A010), the contractor shall identify health hazards associated with the system and incorporate as part of the SAR. In preparing the Health Hazard Analysis portion of the SAR, the contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem or component relative to the Health Hazard Assessment requirements of AR 40-10.

**C.5.6 Hazardous Materials Management Program (HMMP) Report**

The contractor shall prepare a HMMP Report which shall identify all hazardous materials required for system manufacture, assembly, operation and sustainment, including the parts/process that requires them. Hazardous waste produced as a result of demilitarization, disposal and emergency situations shall also be identified. The report shall include a listing of hazardous materials prioritized for minimization or elimination (CDRL A012).

**C.5.7 Hazardous Materials Exceptions**

The contractor shall submit formal waiver requests from the requirements of ATPD 2393, section 3.6.1, using the Request for Use of BEB Prohibited Material (Attachment 0013), no later than 60 days after contract award and include detailed technical justification for the use of the prohibited hazardous materials. The contractor shall not use or deliver any prohibited hazardous materials without prior written PCO approval.

The following materials can be used without a written approval:

Cadmium on electrical connectors and back shells used to mate with cadmium electrical connectors on Government Furnished Equipment (GFE)

Chemical Agent Resistant Coating (CARC) primers and topcoats

Lead-acid batteries

Lead solder

Lead in engine bearings

Steel containing up to 0.35 % lead by weight

Aluminum containing up to 0.4 % lead by weight

Copper and Brass alloys containing up to 4 % lead by weight

Beryllium and Beryllium alloys used in electrical components

Nickel and Nickel alloys

Mercury containing components compliant with European Union (EU) Directive 2002/95/EC (RoHS)

**C.6 CONFIGURATION MANAGEMENT (CM) AND TECHNICAL DATA PACKAGE (TDP)****C.6.1 Configuration Management (CM) Program**

The contractor shall establish a CM program for Configuration identification, control, status accounting, audit, and data management of

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the BEB. To maximize return on investment and reduce life cycle costs, the contractor shall use best practices to implement the technical and program management principles fundamental to CM. The contractor is encouraged to use Government Electronics and Information Technology Association (GEIA) EIA-649-A, National Consensus Standard for Configuration Management; GEIA-859, Data Management (DM); and DoD MIL-HDBK-61, Configuration Management Guidance, as references for CM and DM. The contractor shall deliver a CM Plan (CDRL A013).

#### C.6.2 Configuration Baseline

The contractor shall be responsible for maintaining configuration control of the BEB. The contractor shall establish an initial production configuration baseline for the BEB at completion of CDR. This initial baseline shall identify and document the functional and physical characteristics of the BEB. The final production configuration (i.e., product) baseline will be established at the completion of Physical Configuration Audit (PCA).

#### C.6.3 Data Accession List (DAL)

All contractor technical data or computer software generated in the performance of this contract or any subcontract hereunder shall be indexed on the DAL (CDRL A014). Data or computer software shall be delivered, if ordered under DFARS 252.227-7027 Deferred Ordering of Technical Data or Computer Software, when not already otherwise ordered. The Government's rights in this technical data or computer software shall be as specified in DFARS 252.227-7013, 7014 and 7015.

#### C.6.4 Configuration Status Accounting Information (CSAI)

The contractor shall submit a CSAI report and this information shall be recorded and maintained by the contractor for the term of this contract. CSAI reports shall include status of changes, status of resulting action items, effectivity, and incorporation status of approved changes, and completion status of the Technical Data Package (TDP). After the PCA is complete, approved changes shall not be recorded or reported as completed or closed until the new or revised documentation (incorporating the approved change) has been delivered to the Government (CDRL A015).

#### C.6.5 Change Management

##### C.6.5.1 Configuration Control Authority

The Government assumes configuration control at completion of the PCA.

##### C.6.5.2 Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECP)

After the completion of the PCA, the contractor shall prepare all Class I and Class II ECPs-Notice of Revisions (NORs) in accordance with CDRL A016 and the Data Delivery Description (DDD) for ECPs and VECPs in Attachment 0007. Proposed changes to specifications and engineering documents will be described using NORs prepared in accordance with CDRL A017 and the DDD for NORs in Attachment 0007. See MIL-HDBK-61 for additional guidance. NORs are not required if data is electronically marked-up to clearly show proposed changes or if CAD files are furnished to include the current version as well as a preliminary new version showing the revisions incorporated. Impact statements and supporting data sufficient to evaluate the change shall accompany each request (e.g., engineering, safety, quality, cost, schedule, MANPRINT, packaging, provisioning, maintenance, TM, training).

##### C.6.5.2.1 Value Engineering Change Proposals (VECPs)

The contractor shall prepare VECPs in the same manner as Class I ECPs.

##### C.6.5.2.2 ECP Numbers

The contractor shall request ECP numbers via e-mail to the Configuration Data Management (CDM) representative (See BEB IPT list, Attachment 0004). The contractor shall utilize these numbers on an individual basis as a control identifier for ECPs and related Engineering Release Records (ERRs). Once an ECP number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of that change proposal. The contractor shall maintain records of where and when each ECP number was used. The ECP and ERR number shall consist of the Government-assigned contractor three character alpha prefix (xxx), followed by the TACOM five-digit alpha/numeric number.

##### C.6.5.3 Variance Requests for Deviation (RFD)

Contractor requests to temporarily deviate from requirements of the BEB during production shall be submitted as RFDs, prepared in accordance with CDRL A018 and the DDD-RFD, Attachment 0008. RFDs shall be properly classified in accordance with the classification requirements in the DDD-RFD. The Government will not approve Critical RFDs, as they have a profound impact on safety. Recurring deviations or deviations effecting a change to the product baseline documentation may be rejected by the Government and returned for resubmission as a formal Class I ECP.

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The contractor shall maintain the original effectivity point information on file for all approved ECPs and RFDs. This information shall be reported to the PCO and shall be incorporated in the CSAI Reports (CDRL A015).

**C.6.6 Engineering Release****C.6.6.1 Engineering Release Record (ERR)**

An ERR is an action that formally approves configuration documentation and makes configuration documentation available for its intended use. The ERR is the vehicle by which the contractor initially delivers new product data to establish the product baseline (i.e., "initial release"), and delivers revised product data implementing approved changes to the existing Product Baseline (i.e., "change release"), subsequent to a Government-approved ECP. The contractor shall create, maintain, and revise product data and submit ERR packages to reflect the current configuration for the complete BEB TDP for the entire contract performance period. The ERR Package is defined as the ERR form submitted concurrently with the new and revised product data for Product Baseline initial release and change release. The contractor shall prevent premature release of product data related to an ECP until the Government has approved the ECP and subsequent ERR. Multiple ECPs on one ERR is not allowed (CDRLs A019 and A020).

**C.6.6.2 ERR Number**

The contractor shall request an ERR number from the Governments CDM representative (See BEB IPT list, Attachment 0004) prior to completion of drawings, models and associated lists and submission of any new or revised product data. The contractor shall add their Government-assigned 3-character prefix to the 5-character alpha-numeric ERR number furnished by the Government. The resulting 8-character ERR number shall be the engineering release authority number reflected on models and in the revision block of drawings/associated lists. The ERR number used for change release shall be the same as the ECP number (CDRLs A019 and A020).

**C.6.6.3 ERR Submittal/Approval**

The ERR package shall contain product data reflecting the complete, Government approved product baseline configuration (incorporating all approved changes) of the BEB TDP; there shall be no missing down parts, interface data, or other deficiencies. The ERR will be approved only after all required product data has been delivered as part of the ERR package and the data is accurate, complete, and approved for release by the Government (CDRLs A019 and A020).

**C.6.6.4 Government Format TDP Option**

Upon execution of the Government format TDP Option, ERR packages shall comply with the Engineering Release requirements and include the Government-formatted data, converted to Army Ordnance Part Numbers (AOPNs), which shall replace the contractor format and become the master data using the revision scheme required by this contract. All subsequent revisions shall be to the Government formatted master data and shall be in sequence, utilizing only the allowable alphabetical letters in accordance with contract requirements, including part 5 of ASME Y14.35M (CDRL A020).

**C.6.7 Configuration Baselines and Audits****C.6.7.1 Physical Configuration Audit (PCA)**

The Government will conduct a PCA at the contractors facility/site 60 days after PQT approval to verify that the BEB hardware matches the design documentation. The PCA will not exceed 14 days.

The Government will provide the contractor with an outline of the requirements for the PCA. The contractor shall submit a PCA Plan prior to the PCA (CDRL A021). Any findings that require corrective actions, resulting from the PCA, shall be the responsibility of the contractor.

**C.6.7.2 As-Built Configuration List (ABCL)**

The contractor shall submit an ABCL in accordance with CDRL A022. After receipt of the updated ABCL, the Government will advise the contractor which items it intends to audit during the PCA. Additional fields are acceptable in the ABCL if they are thoroughly explained by the contractor. The ABCL shall be prepared in indenture level sequence down to the lowest component piece part level and include quantities for each. The contractor shall utilize the OEM part number and CAGE to identify parts. The contractor shall not re-identify or re-mark supplier or purchased parts or related product data with his own number and CAGE.

**C.6.7.3 Configuration Audit Summary Report**

The contractor shall submit a PCA Summary Report after the Physical Configuration Audit (PCA) to identify discrepancies found between hardware and contract requirements. The contractor shall identify action items and address each issue to include resulting close-out action (CDRL A023).

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C.6.7.4 Product Data Management

The contractor shall possess an authoritative product data, engineering or configuration management system and the processes to effectively manage, securely store, release, validate, and track multiple versions and iterations of the as-designed, as-integrated, as-built, and as-delivered configuration baselines; this includes management of product structures, product definition documents/data, contractor test and analysis data, Government-Furnished Information (GFI) and other related technical data.

The contractor shall develop, manage and maintain the product data throughout the contract performance period. The product data shall consist of product data that is fully defined and sufficient for competitive re-procurement. The product data shall include all product data, indentured product-structure (part-relationship / parent to child), associated lists, specifications, standards, product related documents (e.g. engineering bill of material, special tools and materials, and test and calibration requirements), and all approved and implemented engineering changes.

Product Data shall be prepared to provide accurate design, engineering, manufacturing, and quality assurance requirements. Any 3D Computer Aided Design (CAD) models shall reflect the as built or assembled and tested baseline configuration. The models shall be used for the manufacture, assembly and configuration management of the materials, parts, subassemblies and assemblies of the equipment covered under this contract.

C.6.8 Technical Data Package (TDP) Requirements

C.6.8.1 TDP Delivery in Contractor Format

The contractor shall prepare and deliver product data in contractor format in accordance with Attachment 0009 and CDRL A024.

C.6.8.2 TDP Delivery in Government Format (OPTION)

The contractor shall prepare and deliver product data in Government format in accordance with Attachment 0010 and CDRL A025.

C.7 RELIABILITY, AVAILABILITY, MAINTAINABILITY (RAM) PROGRAM

C.7.1 Reliability & Maintainability (R&M) Program Management

An R&M management program shall be established and maintained throughout the contract (CDRL A027). The program shall require analysis and predictions that assess and improve the BEB design's ability to achieve the R&M requirements of ATPD 2393 and develop essential information for the development of the BEB logistics support package.

C.7.2 R&M Predictions

The contractor shall perform R&M predictions and compare results with R&M requirements in ATPD 2393 (CDRL A027).

C.8 WARRANTY

C.8.1 Commercial Warranty

The contractor shall over pack (with the Technical manuals) a report of any commercial warranty, with all applicable pass through warranties, inside each BEB delivered to the Government in accordance with CDRL A029.

C.8.1.1 Warranty Performance Report

The contractor shall submit a report reflecting all the warranty claims processed on each BEB within the appropriate reporting period in accordance with CDRL A030. In addition, the report shall include the number of operational hours of each engine on the BEB at the time of fault.

C.9 TRANSPORTABILITY REPORT

The contractor shall conduct transportability analysis to ensure the transportability requirements of ATPD 2393 are satisfied. The contractor shall document the results of the analysis in a Transportability Report in accordance with CDRL A031.

If, after Government acceptance, configuration changes are made which impact the data contained in this report, the contractor shall provide updated revision sheets for insertion in the report.

C.10 CONTRACTOR SERVICE REPRESENTATIVE (CSR)

C.10.1 The contractor shall provide a CSR who will provide on-site technical support, if required. The CSR shall be experienced

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personnel and qualified to advise, make recommendations, and instruct key Government personnel with respect to operation, maintenance, and repair of the BEB and its components during each fielding. The effort consists of troubleshooting and diagnosis of problems or issues in the field related to system performance and maintenance. The contract modification(s) shall designate the times and locations of the service to be performed. Instructions and established itineraries will be provided in the modification(s).

C.10.2 Man-Days of Service. Man-Day(s) of service includes travel time for initial travel from the contractor's facility to the fielding site of work. The Government is not responsible for vacation and other holidays and sick leave pay. The Government is not responsible for any emergency leave that the contractor may grant to the CSR while performing work under this contract.

C.10.3 Travel Cost. The travel costs, if necessary, will be negotiated at the time the modification is issued, on a firm-fixed price basis, and not to exceed Government Joint Travel Regulations.

C.10.3.1 The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between the contractor's site and the fielding site. Travel will be funded on a separate CLIN, and is not included in the composite labor skill set or rate. Contractor travel will be all inclusive, with proposal to reflect air travel, ground travel, lodging, per diem, etc.

C.11 INTEGRATED LOGISTICS SUPPORT

C.11.1 Logistics Management

The contractor shall plan and manage an Integrated Logistics Support (ILS) program to ensure supportability of the BEB through testing and fielding.

C.11.2 ILS Development

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

C.11.2.1 Maintenance Planning

The contractor shall conduct Maintenance Planning to determine the maintainability characteristics of the BEB. The BEB will use the 2-level maintenance concept in accordance with AR 750-1, Army Material Maintenance Policy. The contractor shall analyze the operational, maintenance and support functions of the system.

C.11.2.1.1 Maintenance Analysis

The supportability analysis shall be documented in the contractor's format as a Logistics Maintenance Information (LMI) summary entitled Maintenance Analysis, and will identify the maintenance functions, level of maintenance, manpower, spare and repair parts and support equipment required for each replaceable and repairable item. The maintenance analysis shall include a maintenance task file documented in Powerlog software and will serve as source data for development of the Maintenance Allocation Chart (MAC), Provisioning Technical Documentation (PTD), technical manuals and Army Manpower and Requirements Criteria (MARC). The maintenance analysis will be documented in end item hardware breakdown sequence, using Functional Group Codes. Instructions are contained in Attachment 0012 (LMI Maintenance Analysis). The Maintenance Analysis shall be delivered in accordance with CDRL A032.

C.11.2.1.1.1 Draft Maintenance Allocation Chart (MAC)

A preliminary report formatted and containing all the elements of a MAC shall be prepared in accordance with MIL-STD-40051 and included as part of the draft Maintenance Analysis review (CDRL A033). The MAC forms the basis for technical manual development. The contractor shall update the MAC with any hardware changes. The MAC shall identify the repair functions that must be performed, the active repair time as defined in AMC-P-700-25, tools and test equipment necessary to perform the function and task for each repairable assembly, subassembly, and component in Functional Group Code sequence.

C.11.2.1.1.2 National Maintenance Work Requirements (NMWR) Candidate List

The NMWR candidate list will be a product of the Maintenance Analysis (CDRL A032). Any component coded for repair at the sustainment level of maintenance with a repair cost as defined as the maintenance expenditure limit specified in AR 750-1 Paragraph 4.6 will be a NMWR candidate. The contractor will 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. The NMWR Candidate List shall be delivered in accordance with CDRL A034.

C.11.2.1.1.2.1 NMWR Data Summary

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The contractor shall perform a supportability analysis called a NMWR data summary for each component on the list. The LMI summary may be in the contractor's format, and shall be documented in accordance with Attachment 0014 (LMI NMWR Data Summary). The contractor shall also indicate for each NMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component. The NMWR Data Summary shall be delivered in accordance with CDRL A034.

## C.11.2.1.1.3 Special Tools and Test Equipment (STTE)

The contractor shall deliver a list of Special Tools and Test Equipment for the BEB. The source data for this list will be the Maintenance Analysis. The list shall be in tabular form and shall identify special tools not contained in U.S. Army Supply Catalogs. In addition, the list shall also contain all Test Measurement and Diagnostic Equipment (TMDE) including items contained in common tool sets. Supply Catalogs (SCs) contain common tool sets and are listed at US Army LOGSA web site at <https://weblog.logsa.army.mil/sko/index.cfm>. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code (CAGE), National Stock Number (NSN), if assigned, Part Number (PN), level of maintenance, and price of each item on the list. The STTE list shall be delivered in accordance with CDRL A035.

C.11.2.1.1.4 New TMDE items those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The contractor shall provide all required data for all new TMDE.

C.11.2.1.1.5 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). 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).

## C.11.2.1.1.6 Authorized Stockage List (ASL)

The contractor shall deliver a ASL list for the BEB concurrent with the Maintenance Analysis. The items on the ASL are directly related to the provisioning effort required per this contract in that all procurable parts are required to be provisioned and are required to be on the priced parts list required in CDRL A037. The Government intends to procure these parts to support initial fieldings of the BEB. The ASL shall be prepared and submitted in accordance with CDRL A036.

C.11.2.1.1.6.1 The contractor shall conduct a meeting at the Governments facility to review the initial maintenance analysis 90 DACA.

## C.12 PROVISIONING PROGRAM

The contractor shall develop a provisioning program for the BEB using GEIA-STD-0007, data worksheets found in Attachment 0015 (Provisioning Requirements Worksheet), and guidelines found in MIL-HDBK-502, Logistics Management Information (LMI), for use in identifying content, delivery and related guidance for logistics data. The Government will use the guidance contained in the Quality Assurance Provisioning Guidance Book (QAPG) and AMC PAM 700-25 for acceptance criteria of provisioning data delivered under the provisions of contract. The contractor shall identify all parts and components of the BEB and input the data into the Provisioning Bill of Material (PBOM) accordingly (CDRL A037). The contractor will be provided the PBOM database at the Start of Work and Initial IPT meeting. Data shall be loaded into the database provided, using Provisioning Contract Control Number (PCCN) for the system and Usable On Code (UOC): BEB. A new Provisioning Line Item Sequence Number (PLISN) will be assigned and provided at the SOWM. The PBOM/LMI will contain all data for the assemblies, sub assemblies, spare parts, Basic Issue Items (BII), Expendable Durables, Long Lead Time Items, and kits, to include Components of the End Item (COEI), Additional Authorized Items List (AAL), and Special Tools required to support BEB. The final PBOM must reflect all components, to ensure all parts in the PBOM reflect the total top-down breakdown structure, including all parent/child relationships.

## C.12.1 Provisioning Performance Schedule

The contractor shall provide a provisioning performance schedule at the SOWM (CDRL A038). This schedule shall provide an estimated number of lines, changes, and additions along with the number of meetings required.

## C.12.2 Provisioning Parts List (PPL) Delivery

The contractor shall submit LMI/PPL in accordance with GEIA-STD-0007 (CDRL A039). The Government will discuss each method at the

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Provisioning Guidance Meeting as part of the SOWM. All submissions of the LMI/PPL data must be compatible with TACOM Logistics Modernization Program (LMP) and must pass all LMP edits. Each incremental submission shall have no more than 1,500 lines, unless approved in advance by the Government. Each incremental submission shall include at least one major assembly.

**C.12.3 Engineering Data for Provisioning (EDFP)**

The contractor shall prepare one hard copy of EDFP including the top assembly illustration. These illustrations may include parts lists, detail and assembly illustrations, interface control illustrations, performance characteristics, company illustrations, or commercial parts book pages that clearly identify each new item and its part number. Submissions shall be for each P source-coded part number being provisioned, not having a valid NSN. Illustrations shall be annotated with the PLISN and PCCN for the system. EDFP shall be submitted in accordance with CDRL A040.

**C.12.4 Provisioning Screening**

The contractor shall conduct provisioning screening on each item on the PPL for standardization or NSN identification for all P source-coded items. This screening will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. The contractor shall also screen by technical characteristics. The screening results must be available to review at each meeting. The contractor shall conduct provisioning screening using Federal Logistics Information System (FLIS), WEBFLIS, or by batch submittal part numbers submitted to Defense Logistics Information Service (DLIS). EDFP is not required for items accompanied by a copy of pre-procurement screening per CDRL A041, which indicate the item has a valid National Stock Number (NSN). Additional information provided below.

**C.12.4.1 Federal Logistics Information System (FLIS)**

For additional information on requesting software and passwords, refer to the Provisioning Screening User Guide (AMC-P 700-25 Appendix D).

**C.12.4.2 WEBFLIS**

For additional information on WEBFLIS, go to [www.dlis.dla.mil/webflis](http://www.dlis.dla.mil/webflis). There are two versions of WEBFLIS: Public Query and Restricted/Sign-on. Anyone with access to the Internet may access the Public Query version. The Restricted/Sign-on version requires a valid User ID/password to access the system. User IDs may be obtained by filling out a registration form. The registration forms are found on the DLIS web site. After accessing the Home Page, go into the Forms and Publications section and select the registration form for WEBFLIS. There are two forms available - one for Government workers and one for Government sponsored contractors.

**C.12.4.3 Batch submittals to DLIS**

For additional information on how to submit batch requests to DLIS, refer to the Provisioning Screening User Guide.

**C.12.5 Provisioning Meetings**

The contractor shall identify all items having Essentiality Codes of 1, 5, and 6 (as defined in AMC-P 700-25 Appendix D), Mandatory Replacement Items, Special Tools, Long Lead Time Items (LLTI) & Test Equipment at the first Provisioning Meeting Review. The contractor shall host a provisioning meeting (unless otherwise directed by the PCO) not to exceed 5 working days for each incremental review. If the submittal does not meet stated requirements, the Government will provide specific comments on the areas to be corrected. The Government will make the determination of whether the meeting should be postponed. The contractor will have 7 days to fix all errors and resubmit their data. At that time, the next provisioning meeting will be scheduled via mutual agreed dates between both parties. The contractor will make available the following to support the provisioning meeting effort:

- a. Two hard copies of the Provisioning Parts List (PPL) in a format acceptable to TACOM LMP (LSA-036 format).
- b. Each line/PLISN on the PPL will have an accompanying hardcopy EDFP illustration.
- c. For the PLISNs with National Stock Numbers (NSNs) hard copy Pre-Procurement Screening (PPS) will be submitted.
- d. Facilities and office space to include copying and data processing access.
- e. Internet access.

**C.13 TECHNICAL PUBLICATIONS**

C.13.1 The contractor shall develop equipment technical manuals (TM) to support the BEB. If a modification kit for the IBC or BAP is required to accommodate the BEB, the resultant data (installation instructions, maintenance, and parts information) shall be incorporated into the TMs. The following manuals shall be developed:

TM 5-1940-XXX-10	Operator Manual
TM 5-1940-XXX-23	Field Maintenance Manual
TM 5-1940-XXX-23P	Field Maintenance Repair Parts and Special Tools List (RPSTL) Manual
LO 5-1940-XXX-13	Lubrication Order Manual

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NMWR 5-1940-XXX National Maintenance Work Requirements (NMWR) with RPSTL Manual  
TM 5-1940-XXX-13&P Crew Protection Kit (CPK) with RPSTL Manual

**C.13.1.1 Operator Manual**

The operator manual shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A042, and Attachments 0016, 0017, and 0018 (General Publications Requirements, Equipment Publications Defects List (EPDL), and DE Style Guide).

**C.13.1.2 Field Maintenance Manual**

The field maintenance manual shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A043, and Attachments 0016, 0017, and 0018.

**C.13.1.3 Field Maintenance Repair Parts and Special Tools List (RPSTL) Manual**

The Field Maintenance RPSTL manual shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A044, and Attachments 0016, 0017, and 0018.

**C.13.1.4 Lubrication Order Manual**

The Lubrication Order shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A045, and Attachments 0016, 0017, and 0018.

**C.13.1.5 National Maintenance Work Requirements (NMWR) with RPSTL Manual**

Based on the maintenance analysis, if any items are sustainment level and above a NMWR manual shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A046, and Attachments 0016, 0017, and 0018. NMWRs cover sustainment maintenance for those components determined to require repair for return to supply system. This determination is made by the Government based on information from the maintenance analysis and NMWR candidate list information within this contract.

**C.13.1.6 Crew Protection Kit (CPK) with RPSTL Manual**

The contractor shall prepare, validate and deliver a separate CPK with RPSTL manual to support the use, operation, maintenance, preparation for shipment or storage instructions, parts and installation and removal of the unique CPK as applied to the BEB. The CPK with RPSTL manual shall be prepared and delivered in accordance with MIL-STD-40051 and the applicable requirements matrices stated therein, CDRL A047, and Attachments 0016, 0017, and 0018.

C.13.1.6.1 The CPK with RPSTL manual shall include an Operator and a separate Field Maintenance Preventive Maintenance Checks and Services (PMCS) and a two level Maintenance Allocation Chart (MAC) supporting the CPK. The Operator and Field PMCS and the MAC and all related data shall be tailored and confined to the CPK as applied to the BEB identified in this contract and resulting BEB configuration changes. All other (non-CPK) operator and maintenance instructions and RPSTL data shall be supported by references to the non-CPK BEB TM series. The contractor shall be responsible for all changes to the CPK with RPSTL manual and as applied to the BEB configuration resulting changes from testing and reviews.

C.13.1.6.2 All CPK instructions in the manual shall be in the form of fully illustrated, detailed start step to end step instructions written in installation order. The tasks, RPSTL, and MAC shall follow this same general order. The CPK installation instructions shall be written to maximize the efficiency of the installation process. The detailed removal instructions shall be in the same form as the installation instructions. Simply stating reverse the installation instructions or similar is not acceptable. The step by step installation and removal instructions shall be included in the back of the CPK with RPSTL manual as part of the Supporting Information Chapter.

C.13.1.6.3 All instructions shall contain clear illustration of each step. Instructions shall include required modification dimensions or templates as needed to install the CPK on the BEB. Hardware and armor items which could be installed backwards shall be clearly shown and described in the proper orientation. The use of digital photos and line art is acceptable; the use of color is not acceptable.

C.13.1.6.4 The CPK with RPSTL manual shall be subject to validation and verification in accordance with procedures in paragraphs C.13.6 and C.13.7 below.

C.13.1.6.5 The TM Distribution Restriction Statement for the front cover and Title Block Page shall be: Distribution Statement C: Distribution authorized to U.S. Government agencies and their contractors only per the PEO CS&CSS Armoring Systems Security Classification Guide effective 6 April 2007. This determination was made on July 24, 2012. Other requests for this document must be referred to PM Bridging Attn: SF&E-CSS-FP-H, (M/S 401) 6501 East 11 Mile Road, Warren, MI 48397-5000.

C.13.1.6.6 The contractor shall destroy all paper copies and electronic files related to the CPK with RPSTL manual upon Government acceptance of final publication deliverables.

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C.13.2 Technical Manual Deliverables

C.13.2.1 A Draft Equipment Publication (DEP) of each manual shall be delivered as required in CDRLs A042, A043, A044, A045, A046, and A047. This publications deliverable is also referred to as a Preliminary Technical Manual (PTM). The DEP must be a complete publication in the same format as the final publication. The DEP shall include all required content per the CDRLs and Attachments 0016, 0017, and 0018.

C.13.2.2 Final Draft Equipment Publication (FDEP) of each manual shall be delivered as required in CDRLs A042, A043, A044, A045, A046, and A047. The FDEP shall incorporate all DEP review, validation and verification corrections, changes, and additions.

C.13.2.3 Final Reproducible Copy (FRC) of each manual shall be delivered as required in CDRLs A042, A043, A044, A045, A046, and A047.

C.13.2.4 The contractor shall deliver all source material, defined as operating plans, standard procedures, computer programs, and residual material to include computer disks, and other media containing digital files developed to fulfill the requirements of this contract. The contractor shall furnish copyright releases for all copyrighted data used to develop the technical manuals in accordance with DFARS 227.7103-9.

C.13.2.5 An Extensible Markup Language (XML)-tagged instance is not a required deliverable for equipment publications developed under this contract. The contractor may choose to develop the XML-tagged instances for publications developed under this contract if it meets its requirements. No costs for XML tagging shall be accrued to the Government.

C.13.3 A publication start of work meeting shall be held in conjunction with the SOWM within 30 days after contract award. This meeting may be a sub-meeting of an overall contract start-of-work meeting or a standalone meeting. The purpose of this meeting is to review publications contract requirements, establish lines of communications, answer contractor questions, and develop a publications schedule based on the requirements of the program and the contract.

C.13.4 Publications In-Process Reviews

The contractor shall support Government In-Process Reviews by presenting samples of work accomplished to date, answering questions about publications work processes, providing records of QA reviews, and responding to Government comments regarding publications processes or work samples.

C.13.5 Publications Validation

The contractor shall validate the technical accuracy and adequacy of all operating and maintenance procedures and other required TM content in the PTM prior to delivery to the Government. The contractor shall maintain records of validation reviews that show the dates of when the material validation was performed and reviewed, what the findings were, and all corrective actions taken. Validation records shall be included as part of the Validation Report, CDRL A048. Validation personnel must include personnel that did not author the procedure. All validation records must be signed and certified by two separate contractor representatives. Government representatives have the right to examine these records upon request and to witness validation work.

C.13.5.1 All operation, PMCS, troubleshooting, and maintenance procedures shall be 100 percent performance validated. Troubleshooting procedures shall be validated to the extent possible without damaging equipment. All performance validation shall be done using tools available to the Soldier at the designated level of maintenance. Other content, such as Controls and Indicators, front matter, rear matter, torque tables, lists, theory of operation, glossary, and index information shall be validated by review against engineering data, TM data, and/or production-representative BEB.

C.13.5.2 The contractor is required to have and use a validation plan to validate TM content. The validation plan shall specify TM content to be validated and when and where that content is to be validated. The validation plan shall describe the validation method(s) used for each type of TM content. The validation plan shall be made available to the Government for review and approval 30 days prior to the start of the validation in accordance with CDRL A049. If the Government determines the validation plan will not ensure technical accuracy and adequacy of all TM deliverables, the contractor shall revise the plan. A validation report shall be delivered after validation completion in accordance with CDRL A048. The validation report shall certify that validation has been completed, and that the TM deliverables have applied quality assurance with use of the EPDL (Attachment 0017).

C.13.5.3 The contractor shall review the summary EPDL. The Government uses the EPDL to review and evaluate the publications deliverables. Publications deliverables developed under this contract shall not contain any defects listed on the EPDL. This summary of EPDL is provided in Attachment 0017 to each TM deliverable CDRLs A042, A043, A044, A045, A046, and A047 for use by contractor publications authoring and QA personnel.

C.13.5.4 TM Crosswalk

The Maintenance Allocation Chart (MAC), repair parts and special tools list (RPSTL), and maintenance instructions shall be complete and consistent with the Logistics Management Information (LMI) process. The MAC is the framework for development of both the RPSTL and the

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maintenance instructions, and all three shall be consistent. All maintenance functions listed in the MAC for a component shall have an associated maintenance work package(s), at the appropriate level of maintenance, containing tasks supporting the maintenance functions. A listing of spare parts supporting the required maintenance functions shall also be listed in the RPSTL work package. The sequence of the maintenance work packages and the RPSTL work packages shall follow the functional group code (FGC) or logistics support analysis control number (LCN) sequence in the MAC.

C.13.5.5 Technical Manual (TM) DEP Review Acceptance Criteria

C.13.5.5.1 The Governments goal is to ensure the contractor performed sufficient quality reviews to eliminate all defects as defined in the EPDL (Attachment 0017) from the TM. The DEP must meet acceptable review criteria, before the Government will accept the DEP and move forward to plan Government Log Demo and Verification. This criterion is defined as follows:

- (1) For the given sample size\*, the DEP must not contain Critical errors in 10 percent or more of the work packages.
- (2) For the given sample size\*, the DEP must not contain Major errors in 25 percent or more of the work packages.

\* For TMs consisting of less than 50 total work packages, the Government will review 100 percent of the TM. For TMs consisting of more than 50 total work packages, the Government will review a random sample of 25 percent of the total number of work packages. The random sample selection will be the responsibility of AMSTA-LCC-JL.

C.13.5.5.2 Critical and Major Errors are defined in the EPDL (Attachment 0017). The Government plans to review 100 percent of the DEP manual, but if the DEP submission fails to meet either acceptance criterion, the DEP will be rejected through official notice to the PCO. If the DEP meets the acceptance guidelines defined in this contract, the Government will continue with a 100 percent DEP review.

C.13.6 TM Verification

The Government is responsible for verification of the manuals to assure accuracy and usability by US Army soldiers. Government representatives will review the DEP to determine that proper QA has been used during preparation, that the manuals are complete, and that the DEP manuals are adequate for verification. Verification may consist of actual performance of up to 100 percent 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 Government intends to verify by performance to the extent required to assure that the contractor has properly prepared and validated TM content that is usable.

C.13.6.1 The contractor shall provide support to the Government verification process. This support shall consist of facilities, tables, chairs, and contractor personnel to assist with record keeping, equipment preparation, and equipment maintenance, mandatory replacement parts supply, consumables (rags, fluids, lubricants, sealants, etc.) supply, Government-issued tools, and special tools.

C.13.6.2 The contractor shall also provide contractor TM personnel to take notes of all corrections required and to maintain the master markup, to answer questions, to review Verification issues, and to advise the Government regarding erroneous changes or recommendations that arise during Verification. The contractor shall also arrange for the services of a photographer in order to assist in documenting problem areas and changes required to correct errors or omissions in the draft technical manual procedures being verified.

C.13.6.3 The contractor shall correct all errors found during Government reviews and verification in all publications deliverables.

C.14 TRAINING

C.14.1 General Training Requirements

The contractor shall provide technically qualified/certified instructors to support all required training events and instructional materials related to the PQT Program of Instruction (POI) for the BEB. Instructor certification shall be established by: Army Certification (Instructor's Training Course), or by a civilian certification program through public or private certification process, or by a documented contractor certification program that will be verified by the Government. The Government will provide training assets, general tools, common tests sets, fully equipped classroom(s), training areas, range requirements and clearance to support training events.

C.14.1.1 Work Hours

All contractor employees must be authorized and available to work a flexible 40-hour workweek, and be available to start any time of day, seven days a week, to accommodate Government schedules

C.14.1.2 Ratio

The instructor to student ratio for BEB hands-on training shall not be greater than 1:4. For classroom instruction, the ratio can be as great as 1:30.

C.14.2 Training for Production Qualification Test (PQT)

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The contractor shall provide 40 hours of Operator and 40 hours of Field Level Maintenance training to support PQT at Aberdeen Proving Grounds (APG), MD. The classes may be comprised of military personnel, government employees, contractors, or civilians. Training shall consist of proper operating procedures, safety precautions, operator and maintainer Preventative Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary training materials and equipment required to support testing of the BEB.

C.14.2.1 PQT Training Task Lists

The contractor shall create a training task list for Operator and Field Level Maintenance to support PQT (CDRL A050) to include the break out of hours by task. The task lists shall be approved by the Government. The PQT Operator Training Task List shall cover complete operation and safety of the system, loading and unloading for transport, proper use of tools, equipment, BII, Operator Preventative Maintenance Checks and Services (PMCS) and troubleshooting. The PQT Field Level Maintenance Training Task List shall cover operation characteristics, complete field level maintenance PMCS, troubleshooting, diagnosis and repair of equipment components to include system unique control systems, and ancillary systems. Training Task Lists shall be consistent with procedures established in the appropriate technical manuals (e.g., COTS manuals or OEM instructions).

C.14.2.2 PQT Programs of Instruction (POI)

The contractor shall develop POIs to include items in the following sections: PQT Training Task Lists, Training Schedules, Lesson Plans, Instructors Guides, Student Guides, Operator Practical Exercises (PEs), and Course Critiques for PQT Operator and Field Level Maintenance Training.

C.14.2.2.1 PQT Training Schedules

The contractor shall develop a training schedule for each PQT Operator and Field Level Maintenance training course Operator and Field Level Maintenance (CDRL A050). The schedule shall be in accordance with the hours required for each class and it shall be based on contents of approved training task list.

C.14.2.2.2 PQT Lesson Plans

The contractor shall develop Lesson Plans (with required visual aids) (CDRL A050) for the PQT Operator and Field Level Maintenance courses. Lesson plans shall consist of a structured outline of technical information, procedures, policies, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed on the course task listing.

C.14.2.2.3 PQT Instructors Guides (IGs)

The contractor shall prepare and deliver an Instructor Guide for the PQT Operator course and an IG for the PQT Field Level Maintenance course (CDRL A050). The IGs shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

C.14.2.2.4 PQT Student Guides (SGs)

The contractor shall prepare and deliver SGs for the PQT Operator and Field Level Maintenance courses (CDRL A050). The SGs shall include all the information located in the lesson plans, plus the information in the visual aids. It shall have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional guides. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SGs.

C.14.2.2.5 PQT Operator Practical Exercises (PEs)

Students participating in the PQT Operator training will be required to participate in PEs. The contractor shall develop an Operator PE checklist (Go/No Go) which shall cover all major areas of the Operator POI (CDRL A050). The PE checklists shall list all the steps necessary for the student to properly perform the task that it is associated with.

C.14.2.2.6 PQT Course Critiques

The contractor shall develop course critiques and administer to each student upon completion of the training event. At a minimum, this course critique shall contain student feedback, any problems or difficulties experienced during the training and any recommendations for course improvements (CDRL A050).

C.14.3 Training for Logistics Demonstration (LOG DEMO)

The contractor shall provide 40 hours of Operator and 40 hours of Field Level Maintenance training to support LOG DEMO at the prime or logistics subcontractor location, as applicable. The classes may be comprised of military personnel, government employees, contractors, or civilians. Training shall consist of proper operating procedures, equipment and familiarization, safety precautions, operator and maintainer Preventative Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary training materials and equipment

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required to support testing of the BEB system. The draft Operator and Field Level Maintenance Technical Manuals shall be provided to supplement development and training.

C.14.3.1 Logistics Demonstration (LOG DEMO) Training Task Lists

The contractor shall update the PQT Training Task List to reflect Government approved updates and changes to Operator and Field Level Maintenance Tasks. This updated Task List will support LOG DEMO (CDRL A051) to include the break out of hours by task. The LOG DEMO Operator Training Task List shall cover complete operation and safety of the system, loading and unloading for transport, proper use of tools, equipment, BII, Operator Preventative Maintenance Checks and Services (PMCS) and troubleshooting. The LOG DEMO Field Level Maintenance Training Task List shall cover operation characteristics, complete field level maintenance PMCS, troubleshooting, diagnosis and repair of equipment components to include system unique control systems, and ancillary systems. The Training Task Lists shall be consistent with procedures established in the Draft Technical Manuals.

C.14.3.2 Logistics Demonstration (LOG DEMO) Programs of Instruction (POI)

The contractor shall develop POIs to include items in the following sections: Logistics Demonstration (LOG DEMO) Training Task Lists, Training Schedules, Lesson Plans, Instructors Guides, Student Guides, Operator Practical Exercises (PEs), and Course Critiques for LOG DEMO Operator and Field Level Maintenance Training. The Government will provide the contractor with access to BEB systems and any Government owned source data available in order to develop and check materials needed to complete the mentioned documents.

C.14.3.2.1 Logistics Demonstration (LOG DEMO) Training Schedules

The contractor shall update the PQT Training Schedules to reflect Government approved updates and changes to Operator and Field Level Maintenance Training Schedules (CDRL A051). The schedule shall be in accordance with the hours required for each class and shall be based on contents of approved training task list.

C.14.3.2.2 Logistics Demonstration (LOG DEMO) Lesson Plans

The contractor shall update the PQT Lesson Plans (with required visual aids) to reflect Government approved updates and changes to Operator and Field Level Maintenance Training Schedules (CDRL A051). The updated Lesson Plans shall consist of an updated structured outline of technical information, procedures, polices, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed on the course task listing.

C.14.3.2.3 Logistics Demonstration (LOG DEMO) Instructors Guides (IGs)

The contractor shall update the PQT IGs to reflect Government approved updates and changes to Operator and Field Level Maintenance IGs (CDRL A051). The IGs shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

C.14.3.2.4 Logistics Demonstration (LOG DEMO) Student Guides (SGs)

The contractor shall update the PQT SGs to reflect Government approved updates and changes to Operator and Field Level Maintenance SGs (CDRL A051). The SGs shall include all the information located in the updated lesson plans, plus the information in the visual aids. It shall have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional guides. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SGs.

C.14.3.2.5 Logistics Demonstration (LOG DEMO) Operator Practical Exercises (PEs)

Students participating in the LOG DEMO Operator training will be required to participate in PEs. The contractor shall update the FAT Operator PE checklist to reflect Government approved updates and changes. The PEs shall cover all major areas of the LOG DEMO Operator POI (CDRL A051). The PE checklists shall list all the steps necessary for the student to properly perform the task that it is associated with.

C.14.3.2.6 Logistics Demonstration (LOG DEMO) Course Critiques

The contractor shall update the PQT Course Critiques to reflect updates and changes. The contractor shall provide course critiques and administer to each student upon completion of the training event. At a minimum, this course critique shall contain student feedback, any problems or difficulties experienced during the training and any recommendations for course improvements (CDRL A051).

C.14.4 Training for Limited User Test (LUT) (OPTION)

The contractor shall provide 40 hours of Operator and 40 hours of Field Level Maintenance training to support LUT which will take place at Camp Ripley, WI; Fort Hood, TX; Fort Leonard Wood, MO; Fort Knox/Shepardsville, KY or Columbia Falls, MT. The classes may be comprised of military personnel, government employees, contractors, or civilians. Training shall consist of proper operating procedures,

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equipment and familiarization, safety precautions, operator and maintainer Preventative Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary training materials and equipment required to support testing of the BEB system. The draft Operator and Field Level Maintenance Technical Manuals shall be provided to supplement development and training.

C.14.4.1 Limited User Test (LUT) Training Task Lists

The contractor shall update the LOG DEMO Training Task List to reflect Government approved updates and changes to Operator and Field Level Maintenance Tasks. This updated Task List will support LUT (CDRL A052) to include the break out of hours by task. The LUT Operator Training Task List shall cover complete operation and safety of the system, loading and unloading for transport, proper use of tools, equipment, BII, Operator Preventative Maintenance Checks and Services (PMCS) and troubleshooting. The LUT Field Level Maintenance Training Task List shall cover operation characteristics, complete field level maintenance PMCS, troubleshooting, diagnosis and repair of equipment components to include system unique control systems, and ancillary systems. The Training Task Lists shall be consistent with procedures established in the Draft Technical Manuals.

C.14.4.2 Limited User Test (LUT) Programs of Instruction (POI)

The contractor shall develop POIs to include items in the following sections: Limited User Test (LUT) Training Task Lists, Training Schedules, Lesson Plans, Instructors Guides, Student Guides, Operator Practical Exercises (PEs), and Course Critiques for LUT Operator and Field Level Maintenance Training. The Government will provide the contractor with access to BEB systems and any Government owned source data available in order to develop and check materials needed to complete the mentioned documents.

C.14.4.2.1 Limited User Test (LUT) Training Schedules

The contractor shall update the LOG DEMO Training Schedules to reflect Government approved updates and changes to Operator and Field Level Maintenance Training Schedules (CDRL A052). The schedule shall be in accordance with the hours for each class and it shall be based on the contents of approved training task list.

C.14.4.2.2 Limited User Test (LUT) Lesson Plans

The contractor shall update the LOG DEMO Lesson Plans (with required visual aids) to reflect Government approved updates and changes to Operator and Field Level Maintenance Training Schedules (CDRL A052). The updated Lesson Plans shall consist of an updated structured outline of technical information, procedures, policies, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed on the course task listing.

C.14.4.2.3 Limited User Test (LUT) Instructors Guides (IGs)

The contractor shall update the LOG DEMO IGs to reflect Government approved updates and changes to Operator and Field Level Maintenance IGs (CDRL A052). The IGs shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

C.14.4.2.4 Limited User Test (LUT) Student Guides (SGs)

The contractor shall update the LOG DEMO SGs to reflect Government approved updates and changes to Operator and Field Level Maintenance SGs (CDRL A052). The SGs shall include all the information located in the updated lesson plans, plus the information in the visual aids. It shall have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SG.

C.14.4.2.5 Limited User Test (LUT) Operator Practical Exercises (PEs)

Students participating in the LUT Operator training will be required to participate in PEs. The contractor shall update the LOG DEMO Operator PE checklist to reflect Government approved updates and changes. The PEs shall cover all major areas of the LUT Operator POI (CDRL A052). The PE checklists shall list all the steps necessary for the student to properly perform the task that it is associated with.

C.14.4.2.6 Limited User Test (LUT) Course Critiques

The contractor shall update the LOG DEMO Course Critiques to reflect Government NET Manager approved updates and changes. The contractor shall provide course critiques and administer to each student upon completion of the training event. At a minimum, this course critique shall contain student feedback, any problems or difficulties experienced during the training and any recommendations for course improvements (CDRL A052).

C.14.5 Operator New Equipment Training (OPNET) (OPTION)

The contractor shall provide Operator NET to support fielding. The training locations will include, but not be limited to, the

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locations listed in Section H.4. The classes may be comprised of military personnel, government employees, contractors, or civilians. OPNET shall consist of proper operating procedures, equipment and familiarization, safety precautions, operator Preventative Maintenance Checks and Services (PMCS), Operator maintenance tasks, and all necessary training materials and equipment required to support training of the BEB system. OPNET and Field Level Maintenance training events may require concurrent support and execution. The contractor shall be required to provide four (4) OPNET instructors per one week OPNET event. Each fielding will require OPNET. The price of the OPNET classes shall be inclusive of travel costs (airfare, local car rental, lodging, meals, and incidental expenses) associated with the contractor personnel performing the services. The travel costs shall be based on a per person 9-day trip. The Final Operator Technical Manual shall be provided to supplement development and training.

#### C.14.5.1 Operator New Equipment Training (OPNET) Training Task Lists

The contractor shall update the LUT Training Task List to reflect Government approved updates and changes to Operator Tasks. This updated Task List will support OPNET (CDRL A053) to include the break out of hours by task. The OPNET Training Task List shall cover complete operation and safety of the system, loading and unloading for transport, proper use of tools, equipment, BII, Operator Preventative Maintenance Checks and Services (PMCS) and operator troubleshooting. The OPNET Training Task Lists shall be consistent with procedures established in the Final Operator Technical Manuals.

#### C.14.5.2 Operator New Equipment Training (OPNET) Programs of Instruction (POI)

The contractor shall develop OPNET POIs to include items in the following sections: Operator New Equipment Training (OPNET) Training Task Lists, Training Schedules, Sign-in Rosters, Lesson Plans, Instructors Guides, Student Guides, Operator Practical Exercises (PEs), Certificates of Training and Course Critiques for OPNET Training. The Government will provide the contractor with access to BEB systems and any Government owned source data available in order to develop and check materials needed to complete the mentioned documents.

##### C.14.5.2.1 Operator New Equipment Training (OPNET) Training Schedules

The contractor shall update the LUT Training Schedules to reflect Government approved updates and changes to OPNET Training Schedules (CDRL A053). The schedule shall be in accordance with the hours required for each class and it shall be based on contents of approved OPNET training task list.

##### C.14.5.2.2 Operator New Equipment Training (OPNET) Sign-in Rosters

The contractor shall develop and provide the Government with a class sign-in roster for each OPNET training event (CDRL A053).

##### C.14.5.2.3 Operator New Equipment Training (OPNET) Lesson Plans

The contractor shall update the LUT Lesson Plans (with required visual aids) to reflect Government approved updates and changes to Operator Training Schedules (CDRL A053). The updated OPNET Lesson Plans shall consist of an updated structured outline of technical information, procedures, polices, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed on the course task listing.

##### C.14.5.2.4 Operator New Equipment Training (OPNET) Instructors Guides (IGs)

The contractor shall update the LUT IGs to reflect Government approved updates and changes to Operator IGs (CDRL A053). The OPNET IG shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

##### C.14.5.2.5 Operator New Equipment Training (OPNET) Student Guides (SGs)

The contractor shall update the LUT SG to reflect Government approved updates and changes to Operator SG (CDRL A053). The OPNET SG shall include all the information located in the updated lesson plans, plus the information in the visual aids. It shall have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional guides. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SGs.

##### C.14.5.2.6 Operator New Equipment Training (OPNET) Practical Exercises (PEs)

Students participating in the OPNET training will be required to participate in PEs. The contractor shall update the LUT Operator PE checklist to reflect Government approved updates and changes. The PEs shall cover all major areas of the OPNET POI (CDRL A053). The OPNET PE checklists shall list all the steps necessary for the student to properly perform the task that it is associated with.

##### C.14.5.2.7 Operator New Equipment Training (OPNET) Certificates of Training

The contractor shall provide a certificate of training to each student that successfully completes all the OPNET training requirements (CDRL A053).

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C.14.5.2.8 Operator New Equipment Training (OPNET) Course Critiques

The contractor shall update the LUT Course Critiques to reflect the Governments approved updates and changes. The contractor shall provide course critiques and administer to each student upon completion of the OPNET training event (CDRL A053).

C.14.5.3 Operator New Equipment Training (NET) Training Support Package (TSP)

The contractor shall prepare and deliver six (6) digital TSPs for each OPNET course (CDRL A053). The digital TSPs shall include: program of instruction materials, multimedia presentations, diagnostics, and other training support products used during OPNET to permit the unit to develop and conduct effective and efficient sustainment training upon completion of Operator New Equipment Training.

C.14.6 Field Level Maintenance New Equipment Training (FLMNET) (OPTION)

The contractor shall provide Field Level Maintenance NET to support fielding. The training locations will include, but not be limited to, the locations listed in Section H.4. The classes may be comprised of military personnel, government employees, contractors, or civilians. FLMNET shall consist of proper operating procedures, equipment and familiarization, safety precautions, operator and maintainer Preventative Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary training materials and equipment required to support training of the BEB system. OPNET and Field Level Maintenance training events may require concurrent support and execution. The contractor shall be required to provide two (2) FLMNET instructors per one week FLMNET event. Each fielding will require FLMNET. The price of the FLMNET classes shall be inclusive of travel costs (airfare, local car rental, lodging, meals, and incidental expenses) associated with the contractor personnel performing the services. The travel costs shall be based on a per person 9-day trip. The Final Operator and Field Level Maintenance Technical Manuals shall be provided to supplement development and training.

C.14.6.1 Field Level Maintenance New Equipment Training (FLMNET) Training Task Lists

The contractor shall update the LUT Training Task List to reflect Government approved updates and changes to Field Level Maintenance Tasks. This updated Task List will support FLMNET (CDRL A054) to include the break out of hours by task. The FLMNET Training Task List shall cover operation characteristics, complete field level maintenance PMCS, troubleshooting, diagnosis and repair of equipment components to include system unique control systems, and ancillary systems. The FLMNET Task Lists shall be consistent with procedures established in the Final Field Level Maintenance Technical Manuals.

C.14.6.2 Field Level Maintenance New Equipment Training (FLMNET) Programs of Instruction (POI)

The contractor shall develop NET POIs to include items in the following sections: Field Level Maintenance New Equipment Training (FLMNET) Training Task List, Training Schedule, Sign-in Roster, Lesson Plan, IG, SG, Written Test (WT), Certificates of Training and Course Critiques for FLMNET Training. The Government will provide the contractor with access to BEB systems and any Government owned source data available in order to develop and check materials needed to complete the mentioned documents.

C.14.6.2.1 Field Level Maintenance New Equipment Training (FLMNET) Training Schedules

The contractor shall update the LUT Training Schedules to reflect Government approved updates and changes to FLMNET Training Schedules (CDRL A054). The schedule shall be in accordance with the hours required for each class and it shall be based on the contents of approved FLMNET training task list.

C.14.6.2.2 Field Level Maintenance New Equipment Training (FLMNET) Sign-in Rosters

The contractor shall develop and provide the Government with a class sign-in roster for each FLMNET training event (CDRL A054).

C.14.6.2.3 Field Level Maintenance New Equipment Training (FLMNET) Lesson Plans

The contractor shall update the LUT Lesson Plans (with required visual aids) to reflect Government approved updates and changes to Field Level Maintenance Training Schedules (CDRL A054). The updated Lesson Plans shall consist of an updated structured outline of technical information, procedures, polices, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed in the FLMNT task list.

C.14.6.2.4 Field Level Maintenance New Equipment Training (FLMNET) Instructors Guides (IGs)

The contractor shall update the LUT IGs to reflect Government approved updates and changes to Field Level Maintenance IGs (CDRL A054). The IGs shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

C.14.6.2.5 Field Level Maintenance New Equipment Training (FLMNET) Student Guides (SGs)

The contractor shall update the LUT SGs to reflect Government approved updates and changes to Field Level Maintenance SGs (CDRL A054). The FLMNET SGs shall include all the information located in the updated lesson plans, plus the information in the visual aids. It shall

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have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional guides. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SG.

C.14.6.2.6 Field Level Maintenance New Equipment Training (FLMNET) Written Test (WT)

The contractor shall develop a FLMNET Written Test. These written tests shall only incorporate information that was presented during the course of instruction. Each student will be required to score at least 70% on an end of course written test. The contractor shall develop two versions of the FLMNET end of course written tests (CDRL A054). They shall consist of 25 questions each and shall cover all lessons taught. If a student should fail the first written test they shall be retrained and retested using the other version of the written test.

C.14.6.2.7 Field Level Maintenance New Equipment Training (FLMNET) Certificates of Training

The contractor shall provide a certificate of training to each student that successfully completes all the FLMNET training requirements (CDRL A054).

C.14.6.2.8 Field Level Maintenance New Equipment Training (FLMNET) Course Critiques

The contractor shall update the LUT Course Critiques to reflect Government NET Manager approved updates and changes. The contractor shall provide course critiques and administer to each student upon completion of the FLMNET training event. At a minimum, this course critique shall contain student feedback, any problems or difficulties experienced during the training and any recommendations for course improvements (CDRL A054).

C.14.6.3 Field Level Maintenance New Equipment Training (FLMNET) Training Support Package (TSP)

The contractor shall prepare and deliver six (6) digital TSPs for each FLMNET course (CDRL A054). The digital TSPs shall include: program of instruction materials, multimedia presentations, diagnostics, and other training support products used during FLMNET to permit the unit to develop and conduct effective and efficient sustainment training upon completion of Field Level Maintenance New Equipment Training.

C.15 PACKAGING DATA DEVELOPMENT

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

C.15.1 Selective Group

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

C.15.2 Special Group

Special group items often require sketches, figures, or narrative instructions to describe packaging requirements. Items excluded from the Selective group will be classified as Special group items. This includes kits, sets and items of separate parts, items requiring disassembly, repairable items, items requiring special handling or condemnation procedures, items classified as hazardous material or hazardous goods in transport, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items.

C.15.3 Logistic Management Information (LMI) Data Products - Packaging

The contractor shall develop, maintain and update LMI packaging data in accordance with MIL-STD-2073-1D and CDRL A055 including Attachments 0019 and 0020. The Government will provide a MS ACCESS application that provides data formatting and edit features for coding of packaging LMI data products.

C.15.4 Special Packaging Instructions (SPI)

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The contractor shall develop a SPI for each item classified as a Special group item. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. SPI format shall be in accordance with MIL-STD-2073-1D and CDRL A056.

C.15.4.1 Validation Testing of Packaging

The contractor shall perform validation testing of special group items in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact). Validation testing shall be limited to Test Schedule A and Test Schedule F of ASTM D 4169. Replicate testing and climatic conditioning are not required. Each SPI submitted shall have a validation report including photographs. Photographs shall show the product is undamaged. Validation report shall be submitted concurrently with SPI submittal and in accordance with CDRL A057.

C.15.5 Reusable Containers

C.15.5.1 Container Design Retrieval System (CDRS)

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

C.15.5.2 Reusable Container Searches

The contractor shall identify engines, transmissions and other major repairable items, including Line Replaceable Units (LRUs), and items requiring special handling or condemnation procedures as possible LLRC candidates. The contractor shall make a CDRS search request for any item that TACOM approves as a LLRC candidate. The contractor shall search for new or existing commercially available reusable container designs that are suitable for LLRC candidates. Format of CDRS search request shall be in accordance with CDRL A058.

C.15.5.3 Reusable Container Assessment

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

C.16 QUALITY ASSURANCE MANAGEMENT

C.16.1 Quality Program Plan

The contractor shall develop, implement, and maintain a quality program acceptable to the Government for all supplies and services to be provided under this contract. The quality program shall address software and hardware contractual requirements. The contractor at 30 DAC shall have a documented quality manual/program plan for Government review and acceptance. The quality manual/program plan shall comply with ISO/TS 16949 or AS 9100 Quality Management System (QMS). The plan shall be updated as required (CDRL A059).

C.16.1.1 Supplier Quality Assurance

The contractor shall have a supplier quality assurance program that follows ISO/TS 16949:2009 or AS 9100 quality program requirements for each significant subcontractor. The prime contractor shall verify each non-significant subcontractor has developed, has implemented, and will maintain an acceptable existing quality assurance plan that follows the guidance of a nationally recognized QMS. The contractor's supplier quality assurance program shall assure each subcontractor has a documented quality program that shall include, at a minimum, quality control plans, Process Failure Mode Effects Analysis (PFMEA), conducting source inspections or receiving inspections and initiating investigations for manufacturing and test deficiencies that will follow a standardized, systemic root cause analysis procedure. The contractor's plan shall include provisions for periodic internal audits and audits of subcontractors (CDRL A059).

C.16.1.2 The prime contractor's documentation verifying their review and acceptance of the subcontractor quality assurance plan shall be made available for review upon Government request. If determined to be acceptable, the Prime contractor will use the subcontractor's accepted system when conducting quality audits.

C.16.2 Welding

C.16.2.1 Welding Procedures

The contractor shall develop Weld Repair Procedures and Welding Procedure Specifications (WPS) (CDRL A060), Procedure Qualification

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Records (PQRs) (CDRL A061), Welder Qualification Records (WQR) (CDRL A062) in accordance with welding standard(s) as specified in ATPD 2393 Table 1: Welding Standards. The contractor shall follow the appropriate welding standard scope to qualify the welding and weld repair procedures. The contractor shall prepare weld samples and test the weld procedure for qualification in accordance with the appropriate standard. Changes to the Weld Repair Procedures and WPS, PQR, or WQR will require requalification and shall be submitted as part of the CDRL. The use of pre-qualified weld joints as specified in American Welding Society (AWS) D1.1 does not preclude submittal of welding procedures.

#### C.16.2.2 Previously Qualified Procedures

If the contractor previously qualified welding procedures under another DOD contract, and wants approval to use these procedures, the contractor shall submit a written request to the Government Procuring Activity for engineering approval prior to prototyping or build. The following requirements shall be met and documentation shall be provided (CDRLs A061 and A062):

- a. The weld procedure was qualified by destructive testing and approved on a previous DOD contract and the essential variables are within the tolerance as specified in the applicable welding standard(s) for the current contract.
- b. The contractor has certified welders and equipment to the qualified procedures in accordance with the applicable welding standard(s) in ATPD 2393 Table 1: Welding Standards.
- c. A favorable quality history with regards to weld quality on the previous contract where the procedures were used.

#### C.16.2.3 Weld Repair Procedures

The contractor shall provide written repair procedure(s) identifying proper technique and approach to correct defective product and obtain Government approval of the procedure prior to repair of defective parts (CDRL A060).

#### C.16.2.4 Weld Equipment

The contractor shall ensure that all welding equipment (gauges and meters), including subcontractors' welding equipment, used in the performance of this contract have been certified and calibrated annually in accordance with the weld standards in ATPD 2393 Table 1. Upon Government request, the contractor shall make available equipment calibration documentation.

#### C.16.2.5 Welding Inspectors

Weld Inspector Qualification. Qualified inspectors trained to perform inspection functions shall be used for the verification of weld quality, and shall be in accordance with at least one of the following conditions.

- a) Current certification in accordance with the American Welding Society (AWS), Certified Welding Inspector (CWI/SCWI) qualified and certified in accordance with provisions of AWS QC1, Standard for AWS Certified Welding Inspector.
- b) Current certified welding inspectors qualified by the Canadian Welding Bureau (CWB) to Level II or the Level III requirements of the Canadian Standards Association Standard W 178.2 Certification of Welding Inspectors.
- c) An individual who, by experience, and/or education, in metals, fabrication and testing, is competent to perform inspection with the approval of the procuring engineering activity

#### C.16.2.6 Welder Welding Operators and Tack Welders

Before assigning any welder, welding operator, or tack welders to the welding work covered by the contract the contractor shall obtain certification that the welder, welding operator, or tack welder has passed qualification tests as prescribed by the standards listed in ATPD 2393 Table 1: Welding Standard for the materials joined and the type of welding operation to be performed and that such qualification is effective as defined by the particular standard referenced. The welder, welding operator, or tack welder shall be re-qualified if the welder has not performed the required type of weld for a period exceeding six months.

#### C.16.2.7 Welding Designs

##### C.16.2.7.1 Armor Welding Design

If welding of armor is required, prior to manufacturing, the Contractor shall develop welding procedures for steel structures that utilize carbon or low alloy steels that are 1/8 inch (3mm) or thicker with a minimum specified yield strength greater than 100ksi (600MPa) in accordance with the Ground Combat Vehicle Welding Code for Steel and submit the Contractor's version to the Government for approval (CDRLs A060, A061 and A062).

##### C.16.2.7.2 Structural Welding Design

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The contractor shall ensure that all steel, aluminum, titanium, and stainless steel weldments meet the design and fabrication requirements in American Welding Society (AWS) D1.1, (AWS) D1.2, (AWS) D1.9, and (AWS) D1.7 (DOD Adopted). The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures (CDRLs A060, A061 and A062).

C.16.2.8 Nondestructive Testing (NDT)

C.16.2.8.1 Visual Inspection

Visual inspection shall be conducted for all welds after welds have been completed and cooled to ambient temperature. Armor steel(s) and quenched and tempered steel(s) shall be visually inspected after the welds have been completed and cooled to ambient temperature, and also after no less than 48 hour hold period.

C.16.2.8.2 Nondestructive Critical Weld Joint Inspection

The contractor shall clearly identify all critical joints required for NDT other than visual inspection (CDRLs A060, A061 and A062). Procedures shall be made available upon request by the Government.

C.16.2.8.3 Nondestructive Inspectors

When NDT is required in accordance with the contractors control plans, the inspectors shall be qualified in accordance with the current edition of American Society for Nondestructive Testing Recommended Practice No. SNT-TC-1A. Only individuals qualified for NDT LEVEL I and working under the NDT LEVEL II or individuals qualified for NDT LEVEL II may perform nondestructive testing except visual examination. The NDT personnel need not be an AWS CWI. The contractor shall make available all NDT personnel qualification records upon request by the Government.

C.16.2.8.4 Nondestructive Testing Acceptance Criteria for Armor Material(s)

When NDT is required for armor, the procedures and acceptance criteria shall be in accordance with TACOM Ground Combat Vehicle Welding Code drawing number 19207-12479550 Steel and Ground Combat Vehicle Welding Code for Aluminum. Steel Armor materials MIL-DTL-46100, MIL-DTL-12560, or low alloy steels that are 1/8 inch (3mm) or thicker with a minimum specified yield strength greater than 100ksi (600MPa) shall be held for a 48 hour after welding is completed and has cooled to an ambient temperature.

C.16.2.8.5 Nondestructive Testing Acceptance Criteria for Non Armor and Structural Material(s)

When NDT is required for non-armor and structural material(s) in accordance with the contractors control plans, the acceptance criteria shall be as stated in the applicable standard. The acceptance criteria differ based on the design loads. The contractor shall state what joints are critical load bearing members and clearly identify these weldments for inspection purposes (CDRLs A060, A061 and A062). In the case of critical structures, the acceptance criteria for cyclic loads will be as stated in AWS D1.1 and Class II structures for Aluminum welds in accordance with AWS D1.2.

C.16.3 Corrosion Control

C.16.3.1 The contractor shall supply materials and coatings information to support development of a Corrosion Prevention and Control Plan (CPCP) (CDRL A063).

C.16.3.2 The contractor shall form a corrosion team to provide representation at the BEB Corrosion Prevention Advisory Team (CPAT) meetings when requested. The BEB CPAT is an advisory group that manages implementation of the CPCP and provides recommendations on corrosion issues or concerns that arise during the lifecycle of the BEB.

C.16.4 Product Quality Deficiency Reports (PQDRs) for Contractor Supplied Items

C.16.4.1 The contractor shall investigate, provide failure analysis and corrective action to all Product Quality Deficiency Reports (PQDRs), submitted on Standard Form (SF) 368, generated against supplies produced under this contract (CDRL A064). The contractor shall provide a report of the investigation, probable cause, and proposed corrective action, including preventative measures for future occurrences and countermeasures, to the PCO or his designated representative.

C.16.4.2 Transportation of deficient Government accepted supplies to a site designated by the contractor shall be at contractors expense. All corrective actions taken by the contractor shall be at no additional cost to the Government. Corrective action requiring configuration changes shall be approved by the Government.

C.16.4.3 The Government shall approve all contractor-generated corrective actions before the PQDR is considered closed.

C.17 GOVERNMENT TEST OVERVIEW

The Government conducted test and evaluation consists of three parts: Production Qualification Testing (PQT), Logistics Demonstration

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(LD) and Limited User Test (LUT). The contractor shall correct all performance, manufacturing and quality defects. PQT will not exceed nine months; LD will not exceed four weeks; and LUT will not exceed five weeks.

The Government will be conducting First Article Test (FAT) of the BEB, which encompasses Production Qualification Test (PQT) and Limited User Testing (LUT). The First Article Test clauses are included and will apply.

C.17.1 Production Qualification Test (PQT)

The Government will conduct testing in accordance with ATPD 2393, Section 4.

The contractor shall deliver PQT BEBs to Aberdeen Proving Grounds (APG) after the completion of the contractors Production Unit Inspection (PUI). The BEBs shall be labeled with approximately 15-inch high white block numbers on the port and starboard side of the operators station, starting with number 11 and up, visible when the BEB is on the CBT, on the ground, and in the water.

C.17.1.1 The BEBs will be tested using the following Associated Items of Equipment (ASIOE):

- a. Improved Ribbon Bridge (IRB) Interior and Ramp Bays
- b. Common Bridge Transporter (CBT)
- c. Palletized Load System Trailer (PLST) with extended drawbar/light bar
- d. Improved Boat Cradle (IBC), if required
- e. Bridge Adapter Pallet (BAP)

C.17.1.2 CPK Test Structure

The CPK test structure shall include all components that contribute to ballistic survivability including floor plates, armor mounting provisions, and armor in accordance with ATPD 2393 Annex C. The CPK test structure does not need to include electrical components, controls or other items that do not contribute to the ballistic survivability of the cab.

C.17.1.3 Configuration Control

The Contractor shall identify in writing, any components on the PQT BEBs delivered to the Government test site which differ from that of the design at Pre-Test Readiness Review and the rationale for the change. Any components replaced during testing that are not the same form, fit, or function as the component it is replacing is to be considered a change. Changes made after testing has begun are to be coordinated with the Government prior to installation on the BEB. When directed by the Government the Contractor shall install the same change on all PQT BEBs.

C.17.1.4 Contractor Support for PQT

C.17.1.4.1 The contractor shall be responsible for furnishing repair parts and technical support during testing for the BEBs at the test sites identified in this contract. The Government will provide the contractor sufficient space for two 20-foot ISO containers for spare parts and tools to support PQT. All items must be removed from the testing site within 30 days after the completion of PQT.

C.17.1.4.2 The contractor shall perform on-site de-processing of equipment at the test sites, including operator and maintainer Preventive Maintenance Checks & Services (PMCS), walk-through and demonstration of BEB prior to test. Upon completion of de-processing, the BEB shall be fully mission capable.

C.17.1.4.3 Contractor technical support shall include technical representation at the Government test site throughout the test period. All Contractor Support Representatives (CSRs) must be Subject Matter Experts (SMEs) on the BEB. The Government will provide storage facilities for contractor furnished repair parts at the test site.

C.17.1.5 Tools and Test Equipment

The contractor shall identify and utilize existing Government tools and test equipment to the maximum extent feasible.

C.17.2 Logistics Demonstration (LD)

LD will be conducted at a contractor facility located within the continental US.

C.17.2.1 The contractor shall provide support to the Government LD process. This support shall consist of facilities, desk, chairs, contractor personnel to assist with record keeping, equipment preparation, and equipment maintenance, mandatory replacement parts supply, consumables (rags, lubricants, sealants, etc.) supply, tools, and special tools.

C.17.2.2 The contractor shall also provide contractor TM personnel to answer questions, review LD issues, and advise the Government regarding changes or recommendations that arise during verification. The contractor shall provide a writer on site to make corrections in a timely manner (text within four working hours, graphics within 12 working hours).

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C.17.3 Limited User Testing (LUT) (Option)

LUT will be conducted following the LD by the Operational Test Agency (OTA). Testing will be conducted at a fast water location (Camp Ripley, WI; Fort Hood, TX; Fort Leonard Wood, MO; Fort Knox/Shepardsville, KY or Columbia Falls, MT) that can support operational float bridge testing. The LUT will allow Soldiers to show proficiency of operation using production systems. The contractor shall deliver 14 LUT BEBs that will be required for this test, which are separate from the BEBs tested at APG during PQT. The duration of the LUT will not exceed five weeks (Soldier training through completion of the record test). During the LUT, Soldiers will operate the BEBs to the degree necessary to enable the evaluation of the BEBs capabilities and limitations. During LUT a Multi Role Bridge Company (MRBC), operating the BEBs will be expected to support a Tactical Float Bridge and Rafting Operations Mission. The contractor shall be responsible for conducting all maintenance beyond Operator/Crew level during the LUT.

C.17.3.1 Contractor Support for LUT

C.17.3.1.1 The contractor shall be responsible for furnishing repair parts and technical support during testing for the BEBs. The Government will provide the contractor sufficient space for two 20-foot ISO containers for spare parts and tools to support LUT. All items must be removed from the testing site within 30 days after the completion of LUT.

C.17.3.1.2 The contractor shall perform on-site de-processing of equipment at the test sites, including operator and maintainer Preventive Maintenance Checks & Services (PMCS), walk-through and demonstration of BEB prior to test. Upon completion of de-processing, the BEB shall be fully mission capable.

C.17.3.1.3 Contractor technical support shall include technical representation at the Government test site throughout the test period. All Contractor Support Representative (CSR) must be Subject Matter Experts (SMEs) on the BEB. The Government will provide storage facilities for contractor furnished repair parts at the test site.

C.17.3.2 Tools and Test Equipment

The contractor shall identify and utilize existing Government tools and test equipment to the maximum extent feasible.

C.17.4 PQT Deficiencies

C.17.4.1 Test Incident Reports

During testing, all issues and failures will be recorded, classified (in accordance with Attachment 0021, BEB Failure Definition and Scoring Criteria) and entered into VDLS [VISION (Versatile Information Systems Integrated Online Nationwide) Digital Library System] (<https://vdls.atc.army.mil>) by the Government. The contractor shall be responsible for accessing the Army Test Incident Reporting System (ATIRS) database at Aberdeen Test Center (ATC) to obtain the Test Incident Reports (TIRs) generated on the equipment during the Government tests. The contractor will be given read and write access to the VDLS database. Receipt of a TIR is defined as the TIR release date.

C.17.4.2 Failure Analysis and Corrective Action Report (FACAR) for TIRs

The contractor shall respond to TIRs via a FACAR when directed by the Government, but may also respond to any TIR, which shall include the root cause of the incident, the technical approach to resolving the issue, course of action, as well as any additional information the contractor deems necessary to properly identify the root cause of the failure and path forward. FACARs and supporting information/documentation shall be identified with filenames matching the beginning applicable TIR filename. Filename labeling shall be, for example, AAAA-Xn-Bnnnnn-more data where AAAA is the contractor company name, Xn is the contract number, Bnnnnn is the TIR number. FACARs shall include the text FACAR at the beginning of more data.

The contractor shall input FACARs and any supporting data into VDLS. Submittal requirements are based upon the TIR release dates in accordance with CDRL A065. All demonstrated corrective actions and technology will be taken into account during the Scoring Meetings.

C.17.4.2.1 Interim FACAR Responses

Interim responses shall provide the status of the contractors investigation, and proposed date for submission of the final response. The interim status shall be updated every 30 days subsequent to the initial submission of the interim response.

C.17.4.2.2 Final FACAR Responses

Final responses are required for all TIRs which require responses within 45 calendar days after release. The contractor shall indicate the corrective action status, either "Final" or "Interim," on each FACAR.

C.17.4.3 Retest

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In the event of boat/component system test failure, the Government reserves the right to retest the boat/system upon correction of the defect(s) by the contractor to the complete extent and duration specified in the test program, or as the PCO considers appropriate. The contractor shall be responsible for delays in the program test period resulting from boat/component defects for failure to adequately or timely furnish parts support, and the Government shall have the right to extend the specified program test period accordingly. The contractor shall continue to provide contractor support for the duration of any retesting effort.

**C.17.5 PQT Scoring Meetings/Corrective Action Review Board (CARB) Meetings****C.17.5.1 Scoring and Assessment Meetings**

During and after Government testing, Scoring and Assessment Meetings will be held by the Government to review and unilaterally score/assess Test Incident Reports (TIRs). The contractor shall support Government Scoring/Assessment Meetings after the start of PQT by presenting information, evidence, or opinions that the Government will consider when scoring test incidents. The contractor shall document information, evidence, or opinions and present to the Government. The contract will not attend the actual scoring and assessing of the TIRs; the results of the scoring/assessment meetings will be provided to the contractor following the meetings.

**C.17.5.2 CARB Meetings**

During and after Government testing, CARB meetings will be held to review the functional/performance failure data and corrective action status of TIRs which require a contractor response. Contractor will be able to attend the meeting to present information, evidence, or opinions that the Government should consider when assessing corrective actions.

**C.17.5.2.1 CARB Preparation/Notification**

The contractor shall provide an electronic CARB Meeting agenda prior to all CARB meetings (CDRL A005). It shall contain the following information: TIR, Revision #, Date Occurred, Original Release Date, Release Date, Title/Maintenance Description, Incident Class, and Chargeability. Official CARB meeting minutes will be provided by the contractor (CDRL A006).

**C.17.6 BEB Refurbishment**

After successful PQT completion, the contractor shall transport the PQT BEBs from the test sites to its plant, at the contractor's expense. The contractor shall thoroughly inspect the BEBs and restore them to their former condition. Refurbished BEBs must meet Army 10/20 standards in accordance with the applicable technical manuals.

**C.18 BEB INSPECTION OVERVIEW**

Prior to delivery to the Government, the contractor shall conduct inspections and tests for all BEBs in accordance with Section 4 of ATPD 2393.

**C.18.1 Production Unit Inspection (PUI)**

Prior to delivery of the PQT BEBs, the contractor shall conduct PUI in accordance with ATPD 2393, Section 4.

**C.18.2 Final Inspection Report (FIR)**

The contractor shall prepare a FIR in contractor format to be used during Quality Conformance Inspection (QCI) in accordance with ATPD 2393, Section 4. The FIR shall list each characteristic or function inspected or tested, and the relationship to the contract requirement (CDRL A066). The contractor shall make available the FIR for the items in question. Deficiencies disclosed during inspection by the contractor or the Government shall be described in writing on the Deficiency Sheet attached to the FIR. The contractor shall perform Final Inspection of all BEBs in accordance with the requirements of ATPD 2393 utilizing the Government approved FIR.

C.18.2.1 Deficiencies discovered during inspections and corrective actions taken by the contractor shall be documented in the FIR.

**C.18.3 Contractor Testing**

If the contractor plans to conduct any testing before the PQT BEBs are delivered, the contractor shall provide notification in advance of all tests (CDRL A004) and provide access to the test facility during the test. The Government may reduce PQT requirements based on the tests witnessed at the contractors facility. After the completion of each test, the contractor shall provide the Government with a test report documenting the results (CDRL A067).

**C.19 CERTIFICATIONS TO ATPD 2393 PERFORMANCE REQUIREMENTS**

The contractor shall provide all certifications required by ATPD 2393 (CDRL A068). The certifications and testing required shall be resubmitted if changes are made to the hardware and systems subsequent to the original certification.

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## C.20 CARE AND STORAGE OF BEBs AND CPKs

C.20.1 The contractor shall maintain the BEBs and CPKs in accordance with the appropriate Technical Manual to preclude deterioration of the BEBs and all of their components. The contractor shall submit the procedures for storage (CDRL A069) and maintain a log for all BEBs/CPKs placed in storage. The log shall include the BEB/CPK serial number, the date it was placed in storage, the dates maintenance and exercise are performed, deficiencies detected during the post-storage examination, and the date BEB is removed from storage. The contractor shall make the log available to the Government upon request.

C.20.2 BEB and CPK care and storage starts 30 days after Government unconditional acceptance. In the event that the Government does not elect to ship accepted BEBs and CPKs the Government will be responsible for the cost of the care and storage of all BEBs and CPKs. The contractor shall document and correct all deficiencies detected during the re-examination at its own prior to shipment.

C.20.3 The Government may perform a visual examination of the BEBs/CPKs for deterioration, damaged parts, and evidence of mechanical problems.

C.20.4 The contractor shall remove the BEBs/CPKs from storage and ship them in the same chronological order that they were placed in storage (i.e., first in, first out).

C.20.5 In the event the contractor must store BEBs/CPKs because on failures of meeting contract requirements (i.e., failure to provide timely and accurate logistic data and LMI requirements), or for any other reason that is not the Government's fault, the cost of storage shall be borne by the contractor.

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	JUN/2012
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All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

C-3	52.209-4022 (TACOM)	iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 10 calendar days of new employees commencing performance, with the results reported to the COR no later than 30 calendar days after contract award.

(End of Clause)

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C-4            52.211-4073            USE AND NON-DISCLOSURE AGREEMENT REQUIRMENT            OCT/2010

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

[ X ]            Available at <http://contracting.tacom.army.mil/majorsys/beb/beb.htm>  
titled: BEB Contractor NDA

[ ]            Available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email it to the buyer at [tuyen.huynh.civ@mail.mil](mailto:tuyen.huynh.civ@mail.mil). The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP, contact the buyer.

[End of Clause]

C-5            52.204-4020            ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES            JUN/2012  
(TACOM)

The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

C-6            52.204-4022            REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN            JUN/2012  
(TACOM)

The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will specify the governments critical information, why it needs to be protected, where it is located, who is responsible for it, how to protect it and include required usage of the OPSEC Review Certification form (STA 7114 or similar). In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1.

C-7            52.209-4023            OPSEC TRAINING REQUIREMENT            JUN/2012  
(TACOM)

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training.

(End of Clause)

C-8            52.209-4024            INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING            JUN/2012  
(TACOM)

All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

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(End of Clause)

C-9            52.237-4000            CONTRACTOR MANPOWER REPORTING (CMR)            FEB/2013  
(TACOM)

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

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

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SECTION D - PACKAGING AND MARKING

D.1 Preservation and Packaging

D.1.1 Required software, technical data, reports, etc. delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival to the destination without damage to contents.

D.1.2 The contractor shall preserve, package, pack and mark the BEBs and package, pack and mark all other items delivered under this contract in accordance with the approved packaging data as generated and submitted by the contractor and approved by the Government. If packaging data is not available at the time of delivery, the contractor shall preserve, package, pack and mark the items in accordance with the following requirements:

D.1.2.1 If Shipping and Storage Instructions for the BEBs have not been developed by the contractor and approved by the Government; the BEBs shall be processed to Level B drive-on/drive-off requirements in accordance with MIL-STD-3003. Fuel tanks shall be one-half (1/2) filled with operational fuel and applicable biocide or JP8 fuel. All batteries shall be fully charged. Vehicles and mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49 (for truck and rail transport), International Maritime Dangerous Goods Code (for vessel transport) and the Joint Service Regulation AFMAN24-204/TM38-250 (for military air). All preventive maintenance shall be performed prior to Government acceptance. All components removed from the vehicle for reduction of cube including accessories shall be preserved, packaged, packed and marked to ensure safe delivery within the vehicle and minimize pilferage, corrosion and deterioration during shipment to receiving activity including temporary outdoor storage for up to 90 days.

D.1.2.2 The Crew Protection Kit (CPK) shall be delivered and stored in a container that is new, weatherproof, non-collapsible, lockable, repairable, and suitable for repeated use. The container shall be warehouse stackable to sixteen feet when fully loaded to container rated gross weight without damage or permanent deformation. The container shall be configured such that all components of the armor kit are protected during shipment, and to facilitate quick inventory of the contents. When the armor kit is installed, the container shall store all items removed to facilitate armor installation. The container shall have forklift pockets that conform to STANAG 2828 that allow the container to be fork lifted from all four sides. In accordance with MIL-STD-209 the containers shall be capable of being transported by military and commercial vehicles, trailers, trains, marine vessels, aircraft, dolly sets and shall withstand the impact forces encountered in shipment without damage or permanent deformation. The containers shall be capable of being transported by C-130, C-5, and C-17 with or without supporting equipment existing in the DoD system. The container shall be painted the same color as the armor kit contained within. For container types existing in the DoD inventory, the modifications performed for this effort shall not void existing certifications.

D.1.2.3 Consumable items, Training Aids, System Support Packages (SSP) and Special Tools scheduled for shipment shall be preservation, packaging, packing, unitization and marking furnished by the contractor to provide exceptional physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one (1) year and meet or exceed the following requirements. It also shall provide for multiple handling, redistribution without additional repackaging and shipment by any mode.

D.1.2.3.1 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.

D.1.2.3.2 Preservation

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

D.1.2.3.3 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.

D.1.2.3.4 Unit Package

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

D.1.2.3.5 Unit Package Quantity

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

**D.1.2.3.6 Intermediate Package**

Intermediate packaging is required whenever one or more of the following conditions exist(s):

- (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.

**D.2 Packing**

D.2.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

**D.2.2 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.

**D.2.3 Unitization**

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

**D.3 Heat Treatment and Marking of Wood Packaging Materials**

D.3.1 All Non-manufactured Wood used in packaging shall be heat treated to the core temperature of 56 degrees Celsius for a minimum of 30 minutes. Boxes, pallets, dunnage and any wood used as inner packaging made of Non-manufactured Wood shall be heat treated. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. All Non-manufactured wood products used for shipment to OCONUS locations MUST conform to the International Plant Protection Convention (IPPC) International Phytosanitary Measure 15 (ISPM-15).

**D.4 Marking**

D.4.1 All unit packages, intermediate packs, and unitized loads shall be marked in accordance with MIL-STD-129, Revision P (4), dated 19 Sept. 2007. The contractor is responsible for application of special markings in accordance with 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.

D.4.2 Items processed in accordance with Paragraph D.1.4 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

**D.4.3 Marking of Wood Packaging Materials**

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

**D.5 Hazardous Materials (As applicable)**

D.5.1 Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable

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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.)

D.5.2 Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- (a) International Air Transport Association (IATA) Dangerous Goods Regulations
- (b) International Maritime Dangerous Goods Code (IMDG)
- (c) Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- (d) Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCOP4030.19(I)/DLAM 4145.3(I) (for military air shipments).

D.5.3 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.

D.5.4 A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

D.6 Prohibited Packing Materials

D.6.1 The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopia or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

\*\*\* END OF NARRATIVE D0001 \*\*\*

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

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

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

[End of Clause]

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## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 RESPONSIBILITY FOR INSPECTION

Unless otherwise specified in the contract, the contractor is responsible for the performance of all inspection requirements as specified in ATPD 2393. Except as otherwise specified in the contract, the contractor may use its own or any other facilities suitable for the performance of the inspection requirements specified in ATPD 2393, unless disapproved by the Government. The Government reserves the right to perform any inspection set forth in ATPD 2393 where such inspections are deemed necessary to assure supplies and service conform to prescribed requirements.

## E.2 RESPONSIBILITY FOR COMPLIANCE

All items shall meet all requirements of Section 3 of ATPD 2393, with the exception of the modified language in sections H.8 and H.9. The inspections set forth in ATPD 2393 shall become part of the contractor's overall inspection or quality program. The absence of any inspection requirements in ATPD 2393 shall not relieve the contractor of the responsibility of assuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract. Sampling in Quality Conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.

## E.3 BEB OR CPK ACCEPTANCE

## E.3.1 Conditional Acceptance Prior to First Article Test (FAT) Approval

E.3.1.1 Prior to successful completion of the FAT requirements, acceptance of BEBs and CPKs shall be conditional. At the time of conditional acceptance, prior to First Article Test Approval, the contractor may invoice for 100% of the BEB or CPK unit price less any prior Government financing payments and the ACO will withhold 10% (ten percent) of the total BEB or CPK price from the payment.

E.3.1.2 Final Acceptance FAT BEBs and CPKs shall not occur until: (1) all First Article Test Approval requirements for both the BEB and CPK have been successfully completed and the Contractor so notified by a PCO letter and (2) all deficiencies are corrected to the satisfaction of the Government.

## E.4 FASTENERS

The contractor shall use threaded fasteners free of red rust when tested for 240 hours per ASTM B117. Coatings and platings shall not contain hexavalent chromium or cadmium. Joints with dissimilar metals shall be designed to avoid galvanic corrosion for the life cycle of the BEB. This applies to fasteners received (i) from fastener manufacturers, (ii) from distributors, or (iii) as part of a subassembly for use in both new and repair items.

## E.4.1 The contractor shall implement and maintain a fastener quality assurance program which:

- a. Assures the homogeneity of fastener lots. A homogeneous fastener lot is defined as one in which all of the fasteners are of the same size, type, grade, plating and manufacturer.
- b. Ensures that individual fasteners are identified by a fastener manufacturer symbol (logo) listed in MIL-HDBK 57.
- c. Provides objective quality evidence that the fasteners to be furnished under this contract meet all technical requirements.

E.4.2 To determine the conformance of the fastener lots with the homogeneity and identification requirements, a sample from each lot of fasteners will be taken in accordance with MIL-STD-105, dated 10 May 89, Inspection Level II, AQL 1.0, or equivalent, except that lots shall be accepted with zero (0) defects (C=0) and rejected with one (1) or more defects. Each sample shall be examined for the following:

- a. The grade and manufacturer symbol (logo) for each bolt in the lot sample shall be the same.
- b. Threads shall be examined to assure conformity to requirements.
- c. Coating or plating (when specified) shall be examined to assure uniform coverage over all of the specified coated or plated surface area.

## E.4.3 Objective quality evidence that fasteners meet all technical requirements shall consist of either:

- a. Favorable chemical, core hardness, plating and tensile test data provided by the manufacturer or supplier of a fastener lot which is directly traceable to that lot. Chemical tests shall include, percent by weight of the following elements: carbon, manganese, phosphorus and sulfur; or

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b. Favorable results of chemical and core hardness tests performed by the contractor or a subcontractor on sample(s) taken from the lot. Sampling for chemical, plating and core hardness testing shall be in accordance with MIL-STD-105, Level S-2, AQL 1.0 or equivalent. Chemical tests shall include percent by weight of the following elements: carbon, manganese, phosphorus and sulfur.

E.4.4 Commercial items, defined as an end item or component of an end item whose sales volume to the general public is greater than 50% of the items produced, will be deemed to meet the requirements if the contractor has a current vendor control policy with regard to fasteners.

**E.5 VERIFICATION EQUIPMENT**

E.5.1 Except as otherwise expressly provided for under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that end items conform to contract requirements. All contractor furnished inspection equipment shall be available for use on or before the start of PUI. The Government will not furnish any verification equipment for this contract.

E.5.2 The contractor shall make inspection equipment available to the Government Inspector during Government in-process or end item inspection. All quality documentation shall be provided with the inspection equipment, to include equipment calibration records. Upon completion of the inspection by the Government Inspector, all inspection equipment and documentation shall be returned to the contractor.

**E.6 TECHNICAL PUBLICATIONS QUALITY ASSURANCE**

E.6.1 Quality Assurance (QA) of equipment publications. The contractor shall be responsible for the quality of the equipment publications deliverables. All delivered TM information shall be complete, technically accurate and useable by US Army Soldiers. The contractor shall develop and use a quality assurance plan in accordance with the following:

E.6.1.1 The quality assurance plan shall include periodic QA reviews by persons different than those preparing the TMs, maintenance of QA records, TM development process improvement, and data controls to insure that current, accurate engineering data and parts information is available to TM preparers.

E.6.1.1.2 The publications QA operation shall include QA personnel that are not the writers or editors of the publications being prepared. Validation records showing those publications corrections, deletions, and additions that were identified during publications validation process shall be maintained. Other QA records shall be identification of changes, corrections, deletions and additions to publications that result from QA edit reviews.

E.6.1.1.3 Government representatives have the right to review and comment on the contractors QA plan, records, and processes.

\*\*\* END OF NARRATIVE E0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000

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

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

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

[End of Clause]



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\_9700 S.E. Lawnfield Road, Clackamas, OR 97015\_\_\_\_\_

(Address)

(City)

(State)

(Zip)

[End of Clause]

E-9

52.246-4048

DRAWINGS FOR INSPECTION

NOV/2012

(TACOM)

When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications and any applicable Engineering Exceptions associated to the drawings, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Government's inspection requirements.

(End of Clause)

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## SECTION F - DELIVERIES OR PERFORMANCE

The delivery of data is called out in the CDRL. The delivery of hardware is contained in the CLINs and Section F-11. Options are exercised in accordance with section H.5.

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-7	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-8	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-9	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-10	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-11	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-12	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-13	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2013

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

\_\_\_\_N/A\_\_\_\_\_

\_\_\_\_N/A\_\_\_\_\_

\_\_\_\_N/A\_\_\_\_\_

\_\_\_\_N/A\_\_\_\_\_

\_\_\_\_N/A\_\_\_\_\_

\_\_\_\_N/A\_\_\_\_\_

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number 0022.

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(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

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(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Governments unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

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

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

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

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

[http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

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

(End of clause)

F-14 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION

SEP/2011

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

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

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

- (1) Sand.
- (2) Gravel.

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

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

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

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

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
N/A	N/A	N/A	N/A	N/A

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

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

(2) Use passive tags that are readable; and

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

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

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

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

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

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

(End of clause)

F-15	52.242-4022	DELIVERY SCHEDULE	SEP/2008
	(TACOM)		

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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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
0001AA (BEB)	4	240
0001AA (BEB)	4	270
0001AA (BEB)	2	300
0001AA (BEB)	1	360
0002AA (CPK Structure)	1	300
0003AA (PQT Spt&TSP)	1	255 (starts)
0004AA (Log Demo Spt)	1	450 (starts)
1001AA (BEB)	75	*
2001AA (BEB)	96	*
3001AA (BEB)	96	*
4001AA (BEB)	96	*
1002AA (CPK)	75	*
2002AA (CPK)	96	*
3002AA (CPK)	96	*
4002AA (CPK)	96	*

\* At a rate of seven per month beginning 180 DAC (i.e. option modification award). The rate of seven per month will not be increased regardless of the number of options exercised, unless mutually agreed upon.

1003AA (LUT)	1	**
1004AA (LUT Training)	1	**
2003AA (OPNET)	7	**
3003AA (OPNET)	7	**
4003AA (OPNET)	7	**
2004AA (FLMNET)	7	**
3004AA (FLMNET)	7	**
4004AA (FLMNET)	7	**
1005AA (CSR Spt)	260	**
2005AA (CSR Spt)	260	**
3005AA (CSR Spt)	260	**
4005AA (CSR Spt)	260	**

\*\* The Government will modify the contract at least 30 days in advance of when performance is to begin.

1006AA (BEB Storage)	500	***
2006AA (BEB Storage)	500	***
3006AA (BEB Storage)	500	***
4006AA (BEB Storage)	500	***

\*\*\* Contractor storage begins 30 days after acceptance of a boat if it remains on contractor property.

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
N/A	N/A	N/A

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Name of Offeror or Contractor: BIRDON AMERICA INC

(d) Accelerated delivery schedule is acceptable with no additional cost for storage and with written authorization from the PCO.

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

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

No accelerated delivery schedule is proposed, use above schedule.

## (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

No accelerated delivery schedule is proposed, use above schedule.

[End of Clause]

F-16 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS  
(WARREN)

APR/2012

FOR THE BEB:

(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:

(i) Type of container: Wood Box \_\_\_\_, Fiber Box \_\_\_\_, Barrel \_\_\_\_, Reel \_\_\_\_, Drum \_\_\_\_, Other (Specify) Shrinkwrap;(ii) Shipping configuration: Knocked-down X, Set-up \_\_\_\_, Nested \_\_\_\_, Other (specify) \_\_\_\_\_;

(iii) Size of container: 23.8 ft (Length), x 10.6 ft (Width), x 7.7 ft (Height) = 1,943 Cubic Ft;

(iv) Number of items per container one (1) each;(v) Gross weight of container and contents 15,000 Lbs;(vi) Palletized/skidded Yes X No;(vii) Number of containers per pallet/skid N/A;(viii) Weight of empty pallet bottom/skid and sides N/A Lbs;(ix) Size of pallet/skid and contents N/A Lbs\* Cube N/A;

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

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**Name of Offeror or Contractor:** BIRDON AMERICA INC

- (i) Rate used in evaluation \_See Attachment 0026\_;
- (ii) Tender/Tariff \_See Attachment 0026\_;
- (iii) Item \_Boats\_.

(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.

FOR THE CPK & CONTAINER:

(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:

- (i) Type of container: Wood Box , Fiber Box , Barrel , Reel , Drum , Other (Specify) \_\_\_\_\_;
- (ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) \_\_\_\_\_;
- (iii) Size of container: 8 ft (Length), x 5 ft (Width), x 1.5 ft (Height) = 60 Cubic Ft;
- (iv) Number of items per container \_one CPK\_ each;
- (v) Gross weight of container and contents \_600\_ Lbs;
- (vi) Palletized/skidded \_\_\_Yes  No;
- (vii) Number of containers per pallet/skid \_N/A\_;
- (viii) Weight of empty pallet bottom/skid and sides \_N/A\_ Lbs;
- (ix) Size of pallet/skid and contents \_N/A\_ Lbs\* Cube \_N/A\_;

(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)

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**Name of Offeror or Contractor:** BIRDON AMERICA INC

F-17            52.247-4005            SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT            AUG/2003  
(TACOM)

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

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

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

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

[End of Clause]

F-18            52.247-4009            DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY            AUG/2003  
(TACOM)

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

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

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

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

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

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

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

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

[End of Clause]

F-19            52.247-4010            TRANSPORTATION DATA FOR FOB ORIGIN OFFERS            FEB/1994  
(TACOM)

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

Offeror represents that:

**Name of Offeror or Contractor:** BIRDON AMERICA INC

(1) Facilities for shipping by rail

- are
- are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

\_\_\_\_\_ (NAME) \_\_\_\_\_ (LOCATION)

(3) Facilities for shipping by water

- are
- are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- are
- are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit: Included in Offered Unit Price

RAIL: \_\_\_\_\_/Unit      MOTOR: \_\_\_\_\_/Unit      WATER: \_\_\_\_\_ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

F-20      52.247-4011      FOB POINT      SEP/1978  
(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: Oregon Iron Works, Inc. 9700 S.E. Lawnfield Road, CLackamas, OR 97015 (Clackamas)

(City)      (State)      (ZIP)      (County)

(2) Subcontractor's Plant: Turner Strategic Technologies, LLC. 7440 Central Business Park Dr Ste 100, Norfolk, VA 23513

(City)      (State)      (ZIP)      (County)

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>ITEM</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN		OBLIGATED <u>AMOUNT</u>	
0001AA	P126K1412T	2	A.0011181.1.1.1.6.1	AA	\$	7,520,576.47	
0002AA	P136K0442T	2	A.0011525.1.1.1.1.1	AB	\$	64,194.00	
0003AA	P126K1392T	2	A.0011181.1.1.1.6.4	AC	\$	142,903.44	
0004AA	P136K0452T	2	A.0011525.1.1.1.1.4	AD	\$	100,799.90	
0005AA	P136K0452T	2	A.0011525.1.1.1.1.4	AD	\$	370,200.00	
A007	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	11,112.44	
A008	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	16,668.65	
A024	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	33,337.31	
A042	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	280,175.36	
A043	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	446,205.21	
A044	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	164,936.03	
A045	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	20,350.75	
A046	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	119,427.50	
A047	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	56,820.89	
A053	P136K0422T	2	A.0011525.1.1.1.1.6	AE	\$	23,751.45	
A054	P126K1402T	2	A.0011181.1.1.1.6.5	AF	\$	26,251.60	
					TOTAL	\$	9,397,711.00

ACRN	ACCOUNTING CLASSIFICATION				OBLIGATED <u>AMOUNT</u>
AA	021 201220142035	A5XDN M27200ARF01	3101 L034872398	A.0011181.1.1.1.6.1	021001 \$ 7,520,576.47
AB	021 201320152035	A5XDN M27200ARF01	3101 L034872966	A.0011525.1.1.1.1.1	021001 \$ 64,194.00
AC	021 201220142035	A5XDN M27200ARF01	3101 L034871882	A.0011181.1.1.1.6.4	021001 \$ 142,903.44
AD	021 201320152035	A5XDN M27200ARF01	3101 L034873107	A.0011525.1.1.1.1.4	021001 \$ 470,999.90
AE	021 201320152035	A5XDN M27200ARF01	3101 L034826874	A.0011525.1.1.1.1.6	021001 \$ 1,172,785.59
AF	021 201220142035	A5XDN M27200ARF01	3101 L034872284	A.0011181.1.1.1.6.5	021001 \$ 26,251.60

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ACRN    ACCOUNTING CLASSIFICATION    OBLIGATED  
AMOUNT

TOTAL    \$    9,397,711.00

LINE ITEM	ACRN	EDI/SFIS	ACCOUNTING CLASSIFICATION			
0001AA	AA	021	201220142035	A5XDN M27200ARF01	3101 L034872398 A.0011181.1.1.1.6.1	021001
0002AA	AB	021	201320152035	A5XDN M27200ARF01	3101 L034872966 A.0011525.1.1.1.1.1	021001
0003AA	AC	021	201220142035	A5XDN M27200ARF01	3101 L034871882 A.0011181.1.1.1.6.4	021001
0004AA	AD	021	201320152035	A5XDN M27200ARF01	3101 L034873107 A.0011525.1.1.1.1.4	021001
0005AA	AD	021	201320152035	A5XDN M27200ARF01	3101 L034873107 A.0011525.1.1.1.1.4	021001
A007	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A008	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A024	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A042	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A043	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A044	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A045	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A046	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A047	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A053	AE	021	201320152035	A5XDN M27200ARF01	3101 L034826874 A.0011525.1.1.1.1.6	021001
A054	AF	021	201220142035	A5XDN M27200ARF01	3101 L034872284 A.0011181.1.1.1.6.5	021001

Regulatory Cite	Title	Date
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G-1	52.242-4016    COMMUNICATIONS	FEB/2013
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Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: Rand Ponting  
E-mail: rand.c.ponting.civ@mail.mil

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

ACO: Kendrick Dickerson  
E-mail: Kendrick.dickerson@dcm.mil

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

[End of Clause]

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

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

G-4                    52.247-4021                    TRANSPORTATION ACCOUNT CODE (TAC) FOR FOB ORIGIN SHIPMENT (ACC-WRN)                    FEB/2012

DCMA: The TAC to use in GBL preparation for shipments made under this contract is AUER.

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 The BEBs provided under this contract shall be built and refurbished in the United States, in accordance with 10 U.S.C. 7309.

## H.2 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

H.2.1 The contractor and its subcontractors, consultants, parents, subsidiaries, joint ventures, or other business affiliates of any tier may be excluded from performing under this BEB contract if the PCO finds an organizational conflict of interest due to bias or unfair competitive advantage. A similar provision is expected to apply to follow-on BEB RFPs and contracts.

Exceptions may be granted by modification to the contract for relationships where the Government agrees that either 1) the potential for bias or unfair competitive advantage is essentially non-existent, 2) a means of controlling the relationship to effectively neutralize the potential conflict can be reached, or 3) there is no way to perform the Governments requirements without such potential. This restriction begins on the date of award of this contract or any subcontract or other relationship hereunder and expires on the completion of the contract/subcontract.

H.2.2 The contractor shall flow down this provision in any subcontracts or other related instruments (of all tiers). The contractor shall monitor activities of itself and subcontractors and related entities, and promptly disclose any actual or potential OCI and any actions taken or proposed to negate or mitigate such conflicts.

## H.2.3 Remedies

For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

## H.3 FOREIGN ACCESS TO TECHNOLOGY

## (a) Definitions

(1) "Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Contract, any agency or instrumentality of a foreign government; and firms, institutions or business organizations that are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

(2) "Foreign Person" means any natural person who (i) is not a lawful permanent resident of the United States, or of its territories or possessions, as defined by 8 U.S.C. 1101(a)(20) or who (ii) is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

## (b) Export Compliance

(1) Contractors shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Contract.

(2) Pursuant to ITAR paragraph 125.4(b)(1), contractors may disclose classified and unclassified export-controlled technical data to foreign persons when the following conditions apply:

A. DASA DE&C provides written direction to the contractor to disclose ITAR-controlled technical data to a Foreign Person. The PM may request the contractor to provide copies of the data/information that will be disclosed to the Foreign Person as part of the affirmation process with DASA DE&C.

(3) All technical data that is exported under ITAR Section 125.4(b)(3) must be reviewed and approved by the US Army in accordance with approved disclosure guidelines for BEB.

(4) Before authorizing CUI disclosures, the PM Disclosure Authority shall ensure that the contract or agreement contains the requisite access, use, and distribution clauses required before disclosing CUI with another government, international organization, or foreign contractor (pursuant to SAAL-RP memo, 27 May 2000, Subject: Authority to Disclose Technical Controlled Unclassified Information (CUI)).

## (c) Lower Tier Contracts/Subcontracts

The contractor shall include the above provision, suitably modified to identify the parties, in all subcontracts hereunder.

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**Name of Offeror or Contractor:** BIRDON AMERICA INC**H.4 FIRST DESTINATION TRANSPORTATION ZONES FOR TRAINING AND CSR**

The final destination for the hardware supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

- Zone 01: Washington, Oregon, Idaho
- Zone 02: California, Nevada
- Zone 03: Montana, Wyoming, North Dakota, South Dakota, Nebraska
- Zone 04: Utah, Arizona, Colorado, New Mexico
- Zone 05: Minnesota, Wisconsin, Iowa, Michigan
- Zone 06: Kansas, Oklahoma, Missouri, Arkansas
- Zone 07: Texas, Louisiana
- Zone 08: Illinois, Indiana, Ohio, Kentucky
- Zone 09: Tennessee, Mississippi, Alabama
- Zone 10: Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut
- Zone 11: Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia
- Zone 12: North Carolina, South Carolina, Georgia, Florida

\*Percentage of boats delivered by zone:

- ZONE 1: 3%
- ZONE 2: 3%
- ZONE 3: 9%
- ZONE 4: 0%
- ZONE 5: 6%
- ZONE 6: 15%
- ZONE 7: 13%
- ZONE 8: 6%
- ZONE 9: 0%
- ZONE 10: 3%
- ZONE 11: 13%
- ZONE 12: 9%

**H.5 OPTIONS****H.5.1 General**

- a. The Government will not exercise any option later than five years after the contract award date. Deliveries under these options can continue beyond the five years, but must be completed no later than 18 months after the end of the final option period.
- b. The Government reserves the right to exercise options unilaterally, on a fixed price basis, and up to the quantities specified in the periods described below.
- c. A lack of option exercise during one period does not prevent the Government from exercising an option in subsequent periods.
- d. All option CLINs may be exercised by the Government in one or more increments.
- e. The following is a summary of the option requirements available under this contract (all prices are contained in Section B):

**H.5.2 Hardware Options****H.5.2.1 Bridge Erection Boat (BEB) Options (SLINs 1001AA, 2001AA, 3001AA, and 4001AA).**

- a. From contract award through 730 DAC, the Government may exercise options for up to 75 BEBs.
- b. From 731 DAC through 1,096 DAC, the Government may exercise options for up to 96 BEBs.
- c. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to 96 BEBs.
- d. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to 96 BEBs.

**H.5.2.2 Crew Protection Kit (CPK) Options (SLINs 1002AA, 2002AA, 3002AA, and 4002AA).**

- a. From contract award through 730 DAC, the Government may exercise options for up to 75 CPKs.
- b. From 731 DAC through 1,096 DAC, the Government may exercise options for up to 96 CPKs.
- c. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to 96 CPKs.
- d. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to 96 CPKs.

**H.5.3 Service Options****H.5.3.1 Limited User Test (LUT) (SLIN 1003AA).**

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From contract award through 730 DAC, the Government may exercise the option for one lot of contractor support for the Limited User Test.

**H.5.3.2 LUT Training (SLIN 1004AA)**

From contract award through 730 DAC, the Government may exercise the option for one lot of contractor support for the Limited User Test Training.

**H.5.3.3 Operator New Equipment Training (OPNET) Options (2003AA, 3003AA, and 4003AA).**

- a. From 731 DAC through 1,096 DAC, the Government may exercise options for up to seven LOTS OPNETs.
- b. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to seven LOTS OPNETs.
- c. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to seven LOTS OPNETs.

**H.5.3.4 Field Level Maintenance Training (FLMNET) Options (SLINs 2004AA, 3004AA, and 4004AA).**

- a. From 731 DAC through 1,096 DAC, the Government may exercise options for up to seven LOTS FLMNETs.
- b. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to seven LOTS FLMNETs.
- c. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to seven LOTS FLMNETs.

**H.5.3.5 Contract Service Representative (SLIN 1005AA, 2005AA, 3005AA, and 4005AA).**

- a. From contract award through 730 DAC, the Government may exercise options for up to 260 man-days of Contract Service Representative support.
- b. From 731 DAC through 1,096 DAC, the Government may exercise options for up to 260 man-days of Contract Service Representative support.
- c. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to 260 man-days of Contract Service Representative support.
- d. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to 260 man-days of Contract Service Representative support.

**H.5.3.6 Storage Options (SLINs 1006AA, 2006AA, 3006AA, and 4006AA).**

- a. From contract award through 730 DAC, the Government may exercise options for up to 500 days of BEB storage.
- b. From 731 DAC through 1,096 DAC, the Government may exercise options for up to 500 days of BEB storage.
- c. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to 500 days of BEB storage.
- d. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to 500 days of BEB storage.

H.5.4 Government TDP Option (CDRL A025). In accordance with C.6.8.2, the Government may award exercise an option for the Government TDP within 600 days after contract award.

**H.6 PERFORMANCE BASED PAYMENTS**

Proposal and award will be based on the use of customary progress payments, in accordance with the Office of the Under Secretary of Defense for Acquisition, Technology and Logistics memorandum dated, April 27, 2011, Subject Cash Flow for Evaluating Alternative Financing Arrangements. Pursuant to the memo, after contract award, the contractor is encouraged to propose a performance based payment schedule to the PCO for consideration. If a proposed performance based payment schedule is desired by the contractor, the proposed performance schedule should be submitted which includes all performance based payment events, completion criteria, and event values along with the contractors expected expenditure profile, and any consideration being offered by the contractor for more favorable payment structure.

**H.7 CALENDAR**

All contract referenced to days shall be recognized as calendar days, unless specifically identified as work days. The Government may unilaterally convert calendar days into dates as appropriate. If a date falls on a Federal holiday, Saturday, or Sunday, the Government has the right to elect to change the date to the preceding Government workday.

**H.8 CONVENTIONAL RAFTING SPEED****H.8.1 ATPD 2393 paragraph 3.3.4 is modified as follows:**

"Two BEBs shall be able to push a 7-bay raft (2 ramps and 5 interior) with up to MLC 140 (two MLC-70 ton tracked vehicles or equivalent) for both conventional (see 6.3.3) and longitudinal rafting (see 6.3.4), in a water depth of 6 feet and greater, at a relative water speed of 7.7 fps."

**H.9 FORWARD TOP SPEED**

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H.9.1 ATPD 2393 paragraph 3.3.9 is modified as follows:

"The BEB shall achieve a forward steady state speed over water of 18 knots with Full Load in a water depth greater than 23 feet."

\*\*\* 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 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.

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## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-14	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-17	52.210-1	MARKET RESEARCH	APR/2011
I-18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-20	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-21	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-22	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-23	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-24	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-25	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-26	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-28	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2013
I-29	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-30	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-31	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-32	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-33	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-34	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-35	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-36	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-37	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-38	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-39	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-40	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-41	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-42	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-43	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-44	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-45	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-46	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-47	52.232-1	PAYMENTS	APR/1984
I-48	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-49	52.232-11	EXTRAS	APR/1984
I-50	52.232-17	INTEREST	OCT/2010
I-51	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-52	52.232-25	PROMPT PAYMENT	JUL/2013
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-54	52.233-1	DISPUTES	JUL/2002
I-55	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004

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I-57	52.242-13	BANKRUPTCY	JUL/1995
I-58	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-59	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-60	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013
I-61	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-62	52.245-9	USE AND CHARGES	APR/2012
I-63	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	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	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-68	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-69	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-70	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-72	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-73	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-74	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-75	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-76	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-77	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-78	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-79	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-80	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-81	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-82	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-83	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-84	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-85	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-86	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-87	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-88	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-89	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-90	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-91	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-92	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-93	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-94	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-95	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-96	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-97	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-98	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
I-99	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-100	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-101	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-102	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-103	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-104	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-105	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-106	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-107	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-108	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-109	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-110	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-111	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-112	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991

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I-113	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-114	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-115	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-116	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-117	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-118	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-119	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-120	252.246-7001	WARRANTY OF DATA	DEC/1991
I-121	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-122	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-123	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-124	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
I-125	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall deliver 11 unit(s) of Lot/Item 0001AA within 360 calendar days from the date of this contract to the Government at APG for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 450 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

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

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in

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the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of Clause)

I-126            52.215-21            REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN            OCT/1997  
CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) --  
ALTERNATE III (OCT 1997)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If --

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a

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Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV12R0445](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12R0445)

(End of Clause)

I-127            52.232-16            PROGRESS PAYMENTS            APR/2012

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

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

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

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

(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 total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the

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items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

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(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

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(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

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(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-128            252.203-7004            DISPLAY OF FRAUD HOTLINE POSTER(S)            DEC/2012

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

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

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

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

N/A

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-129            52.217-4001            SEPARATELY PRICED OPTION FOR INCREASED QUANTITY            FEB/2007  
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time in accordance with section H.5. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of

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like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-130            52.208-8            REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA            APR/2002

(a) Definitions.

Bureau of Land Management, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

Federal helium supplier means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Offices Authorized List of Federal Helium Suppliers available via the Internet at [http://www.nm.blm.gov/www/amfo/amfo\\_home.html](http://www.nm.blm.gov/www/amfo/amfo_home.html) .

Major helium requirement means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements --

(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier --

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) Subcontracts --The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of Clause)

I-131            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;

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

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

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

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

(End of Clause)

I-132            52.219-4            NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS            JAN/2011

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

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

\_\_\_ Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-133            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.

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

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

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

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

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

The Contractor represents that it  is,  is not a small business concern under NAICS Code 336612 assigned to contract number W56HZV-13-C-0336. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-134                      52.223-3                      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                      JAN/1997

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-135            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-136            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-137            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)

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I-138                    252.223-7001                    HAZARD WARNING LABELS                    DEC/1991

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

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

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

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

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

(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-139                    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

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shall be transmitted electronically.

[End of Clause]

I-140                    52.223-4000                    ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS                    SEP/1978  
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	EXHIBIT A	10-OCT-2013	069	ELECTRONIC
Attachment 0001	ATPD 2393, BEB PURCHASE DESCRIPTION (PD) WITH ANNEX C	02-MAY-2013	063	IMAGE
Attachment 0002	SECRET FACILITY CLEARANCE - DD 254	04-NOV-2013	002	EMAIL
Attachment 0003	GFP LIST	17-OCT-2013	001	EMAIL
Attachment 0004	BEB IPT LIST	04-NOV-2013	001	EMAIL
Attachment 0005	BEB PRODUCTION	06-FEB-2013	002	ELECTRONIC
Attachment 0006	ENTRY AND EXIT CRITERIA	14-DEC-2012	001	IMAGE
Attachment 0007	ECP AND NOR DESCRIPTION	14-DEC-2012	019	ELECTRONIC
Attachment 0008	RFD DESCRIPTION	14-DEC-2012	005	IMAGE
Attachment 0009	CONTRACTOR TDP FORMAT	14-DEC-2012	014	ELECTRONIC
Attachment 0010	GOVERNMENT TDP FORMAT	14-DEC-2012	014	IMAGE
Attachment 0011	RESERVED	24-JUL-2013	001	DATA
Attachment 0012	MAINTENANCE ANALYSIS	14-DEC-2012	001	ELECTRONIC
Attachment 0013	REQUEST FOR USE OF BEB PROHIBITED MATERIAL	14-DEC-2012	002	IMAGE
Attachment 0014	LMI NMWR DATA SUMMARY	14-DEC-2012	001	ELECTRONIC
Attachment 0015	PROVISIONING REQUIREMENTS WORKSHEET	14-DEC-2012	008	IMAGE
Attachment 0016	GENERAL PUBLICATIONS REQUIREMENTS	14-DEC-2012	005	ELECTRONIC
Attachment 0017	EQUIPMENT PUBLICATIONS DEFECTS LIST	14-DEC-2012	003	IMAGE
Attachment 0018	DEPLOYMENT EQUIPMENT STYLE GUIDE	31-MAY-2012	252	ELECTRONIC
Attachment 0019	LMI PACKAGING DATA PRODUCTS	14-DEC-2012	003	IMAGE
Attachment 0020	INCOMING TRANSACTION FORMAT	14-DEC-2012	002	ELECTRONIC
Attachment 0021	FDSC BEB REV 4	24-SEP-2012	016	IMAGE
Attachment 0022	IUID	14-DEC-2012	001	ELECTRONIC
Attachment 0023	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	28-JUN-2013	007	IMAGE
Attachment 0024	RESERVED	23-AUG-2013	001	EMAIL
Attachment 0025	DATA RIGHTS	28-JUN-2013	001	DATA
Attachment 0026	RATES AND TENDERS FOR SHIPPING CHARACTERISTICS	23-AUG-2013	001	EMAIL
				IMAGE

## J.1 ATTACHMENT NOTES

J.1.1 Exhibit A, Attachments 0002, 0003, 0004 and 0025 will be issued at time of award.

J.1.2 The schedule in Attachment 0005 is notional and is subject to change.

\*\*\* END OF NARRATIVE J0001 \*\*\*