

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 56	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-C-0085		3. Effective Date 2014MAR07		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By U.S. ARMY CONTRACTING COMMAND STEVE NETTER WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB, OH 45433-5302		Code S3605A	

e-mail address: STEVEN.NETTER@US.ARMY.MIL

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) HDT EXPEDITIONARY SYSTEMS, INC. 30525 AURORA RD SOLON, OH 44139-2739		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
Code 92878		9. Discount For Prompt Payment	
Facility Code 8R360		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
		Item 12	
		To The Address Shown In:	

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$2,615,534.16

(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	42
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	17	X	J	List of Attachments	56
X	D	Packaging and Marking	20	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	22		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	28		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	35		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	37				

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

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer DOROTHY Y. RIESE DEE.RIESE@US.ARMY.MIL (586)282-5258	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2014MAR07
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 56**

PIIN/SIIN W56HZV-14-C-0085

MOD/AMD

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: STEVE NETTER
Buyer Office Symbol/Telephone Number: CCTA-ADT-A/(586)282-4467
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Large Business Performing in U.S.
Surveillance Criticality Designator: B
Weapon System: Filter Units
Contract Expiration Date: 2016FEB29

*** End of Narrative A0000 ***

A.1 ADMINISTRATIVE SUMMARY

Under the authority of FAR 16.2, Fixed Price Contracts and FAR 6.302-1, Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirement, the U.S. Army Contracting Command - Warren (DTA) hereby awards Contract W56HZV-14-C-0085 to HDT Expeditionary Systems, Inc. as a Firm-Fixed Price Contract for the M48A1 Gas-Particulate Filter.

A.1.1 REQUIREMENTS:

Item Name: M48A1 Gas-Particulate Filter
NSN: 4240-01-363-1311
Part Number: 5-19-7435
Quantity: 2,712 each

A.1.2 UNIQUE ASPECTS OF THIS SOLICITATION:

1. This Contract, W56HZV-14-C-0085, is for a Firm-Fixed Price Contract with two - 50%, 365 day option periods. The Option Periods are as follows:

CLIN 0002AA - OPTION PERIOD 1: UP TO 366 DAYS AFTER AWARD
CLIN 0003AA - OPTION PERIOD 2: UP TO 731 DAYS AFTER AWARD

2. We are buying to Military Specification MIL-STD-129, Revision P and MIL-STD-2073-1, Revision D including Notice 1. There are two requirements for Special Packaging Instructions (SPI): P5-19-7435, Rev B, and P5-19-14329.

3. The Government waives the requirement for First Article Testing (FAT), however, a FAT may be required when any of the conditions as described in TACOM clause 52.209-4512 "First Article Test (Contractor Testing)", part f, occur.

4. TDP and SPI Link: The link for the Technical Data Package (TDP) and the Special Packaging Instructions (SPI) can be found at (URL): <https://www.fbo.gov/fedteds/W56HZV13R0010>

5. Request for Variance (RFV), 980-D160, dated 9 Dec 2013, is incorporated into the contract and provided under separate cover.

See Attachment 0005 titled: Request for Variance (RFV) 980-D160 and its approval.

6. Notice of Revision (NOR), Z13-0104-003, FINES MEDIA, dated 13 Oct 2013, is incorporated into the contract and provided under separate cover.

See Attachment 0006 titled: Notice of Revision (NOR) Z13-0104-003 and its approval.

A.1.3 REQUIRED NOTIFICATION TO SUBCONTRACTORS(IF USED):

You should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the Standard Form 26(SF 26).

A.1.4 NOTICE REGARDING MARKING:

Please note that the requirements for bar-code and Military Shipping Labeling (MSL) apply to shipments made under this contract. Please refer to the clause in Section D of this contract entitled, PACKAGING REQUIREMENTS, as well as the clause in Section F of this contract entitled, ITEM IDENTIFICATION AND VALUATION.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 56
	PIIN/SIIN W56HZV-14-C-0085	MOD/AMD
Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.		

A.1.5 QUESTION/PROBLEM RESOLUTION:

Routine questions regarding this contract should be directed to the buyer identified in Block 5 of the SF 26. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provision 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON.

A.1.6 INCONSISTENCIES BETWEEN THE ADMINISTRATIVE SUMMARY AND THE SOLICITATION:

This administrative summary has been prepared as an aid to you, the contractor. We have made every attempt to accurately reflect the requirements and information contained in the balance of this contract. However, if you find any inconsistency between this administrative summary and the contract, please contact the buyer identified in Block 5 of the SF 26.

*** END OF NARRATIVE A0001 ***

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0010

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

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

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

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

(e) Note to offerors:

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-C-0085 MOD/AMD	Page 4 of 56
Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.		

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

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

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

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

End of Provision

A-2 52.204-4850 ACCEPTANCE APPENDIX SEP/2008

(a) Contract Number W56HZV-14-C-0085 is awarded to HDT Expeditionary Systems, 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 contractors subcontracting plan dated 17 Jan 2014 has been approved and is incorporated into the contract by reference.

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

[End of Clause]

A-3 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

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

[End of Provision]

A-4 52.217-4911 NOTICE OF URGENT REQUIREMENT NOV/2001

Army Contracting Command - Warren considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

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	PIIN/SIIN W56HZV-14-C-0085 MOD/AMD	

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

[End of Provision]

A-5 52.227-4500 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE JUL/2012
(WARREN)

This solicitation and resulting contract contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

To be eligible to gain access to this export controlled TDP (via FedBizOpps or CD) you must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, go to *HYPERLINK "http://www.dlis.dla.mil/jcp/"http://www.dlis.dla.mil/jcp/, click on documents, and follow instructions provided. See Section C 52.211-4072 Technical Data Package Information for estimated certification time. Upon receipt of certification, you may request the TDP in accordance with the instructions stated in the solicitation's Section C.

Upon completion of the purposes for which Government Technical Data has been provided, you, your subcontractors, all your vendors and all sub-vendors, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed from you.

Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP (or CD) and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

[End of clause]

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0085 MOD/AMD

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																					
0001	FILTER,GAS-PARTICUL NSN: 4240-01-363-1311 FSCM: 81361 PART NR: 5-19-7435																																					
0001AA	<p><u>Production Quantity</u></p> <p>COMMODITY NAME: FILTER,GAS-PARTICUL CLIN CONTRACT TYPE: Firm Fixed Price PRON: S61ZT530PC PRON AMD: 07 ACRN: AA AMS CD: SM2B1100000 PSC: 4240</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 5-19-7435 REVISION: B DATE: 27-AUG-2004</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="261 1394 846 1444"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W58HZ11038A891</td> <td>W22PVJ</td> <td>J</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1" data-bbox="261 1451 846 1766"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>500</td> <td>04-AUG-2014</td> </tr> <tr> <td>002</td> <td>500</td> <td>03-SEP-2014</td> </tr> <tr> <td>003</td> <td>500</td> <td>03-OCT-2014</td> </tr> <tr> <td>004</td> <td>500</td> <td>02-NOV-2014</td> </tr> <tr> <td>005</td> <td>500</td> <td>02-DEC-2014</td> </tr> <tr> <td>006</td> <td>212</td> <td>01-JAN-2015</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W22PVJ) XU W0L7 BLUE GRASS ARMY DEPOT BLUE GRASS ARMY DEPOT</p> </p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W58HZ11038A891	W22PVJ	J		2	DEL REL CD	QUANTITY	DEL DATE	001	500	04-AUG-2014	002	500	03-SEP-2014	003	500	03-OCT-2014	004	500	02-NOV-2014	005	500	02-DEC-2014	006	212	01-JAN-2015	2712	EA	\$ 964.43000	\$ 2,615,534.16
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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>431 BATTLEFIELD MEMORIAL HIGHWAY RICHMOND, KY, 40475-5070</p> <p>Please Note: Blue Grass Army Depot is open Monday through Thursday from 7:00am to 4:00pm. No shipments are accepted on Fridays, weekends or holidays.</p> <p>(End of narrative F001)</p>				

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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001AB	<p><u>FIRST ARTICLE TEST - SEPARATELY PRICED</u></p> <p>SERVICE REQUESTED: M48A1 GAS PARTICULATE FILTER CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>DELIVERY OF REPORT: 150 DAYS AFTER AWARD</p> <p>FIRST ARTICLE TEST REPORT (FATR) IN ACCORDANCE WITH CDRL A004 AND ATTACHMENT 0001.</p> <p>(End of narrative B001)</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING".</p> <p>The Government waives the requirement for First Article Testing (FAT), however, a FAT may be required when any of the conditions as described in 52.209-4512 "First Article Test (Contractor Testing)", part f, occur.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>The ACO shall approve FATR WAWF invoice upon receipt of FATR Approval Letter.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0150</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0150	1	LO		\$ 33,866.80
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0150									

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0002	FILTER,GAS-PART, M48A1 NSN: 4240-01-363-1311 FSCM: 81361 PART NR: 5-19-7435																																		
0002AA	<p data-bbox="264 548 691 569"><u>UNEXERCISED OPTION QUANTITY - PERIOD 1</u></p> <p data-bbox="264 625 691 726"> COMMODITY NAME: FILTER,GAS-PART, M48A1 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240 </p> <p data-bbox="264 758 743 831"> OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001). </p> <p data-bbox="264 863 768 1020"> 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 data-bbox="443 1052 699 1073">(End of narrative B001)</p> <p data-bbox="264 1157 638 1178"><u>Description/Specs./Work Statement</u></p> <p data-bbox="264 1182 545 1230"> TOP DRAWING NR: 5-19-7435 DATE: 20-OCT-2011 </p> <p data-bbox="264 1287 505 1308"><u>Packaging and Marking</u></p> <p data-bbox="264 1314 691 1419"> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B </p> <p data-bbox="264 1476 548 1497"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1501 727 1522"> INSPECTION: Origin ACCEPTANCE: Origin </p> <p data-bbox="264 1581 548 1602"><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1606 849 1734"> <tr> <td>DOC</td> <td>SUPPL</td> <td></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> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></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> <td></td> </tr> <tr> <td>001</td> <td>1,356</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p data-bbox="264 1791 516 1812">FOB POINT: Destination</p> <p data-bbox="264 1843 784 1944"> SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR </p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1,356	UNDEFINITIZED				1356	EA	\$ 978.33000	\$ 1,326,615.48
DOC	SUPPL																																		
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001	1,356	UNDEFINITIZED																																	

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PIIN/SIN W56HZV-14-C-0085 **MOD/AMD**

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ITEMS REQUIRED UNDER THIS REQUISITION.				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0085 MOD/AMD

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0003	FILTER,GAS-PART, M48A1 NSN: 4240-01-363-1311 FSCM: 81361 PART NR: 5-19-7435																																		
0003AA	<p data-bbox="264 548 691 569"><u>UNEXERCISED OPTION QUANTITY - PERIOD 2</u></p> <p data-bbox="264 625 691 726"> COMMODITY NAME: FILTER,GAS-PART, M48A1 CLIN CONTRACT TYPE: Firm Fixed Price PSC: 4240 </p> <p data-bbox="264 758 743 831"> OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001). </p> <p data-bbox="264 863 768 1020"> 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 data-bbox="443 1052 699 1073">(End of narrative B001)</p> <p data-bbox="264 1157 638 1178"><u>Description/Specs./Work Statement</u></p> <p data-bbox="264 1182 545 1230"> TOP DRAWING NR: 5-19-7435 DATE: 20-OCT-2011 </p> <p data-bbox="264 1287 505 1308"><u>Packaging and Marking</u></p> <p data-bbox="264 1314 691 1419"> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: B </p> <p data-bbox="264 1476 545 1497"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1501 724 1522"> INSPECTION: Origin ACCEPTANCE: Origin </p> <p data-bbox="264 1581 545 1602"><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1606 849 1734"> <tr> <td>DOC</td> <td>SUPPL</td> <td></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> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></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> <td></td> </tr> <tr> <td>001</td> <td>1,356</td> <td>UNDEFINITIZED</td> <td></td> <td></td> <td></td> </tr> </table> <p data-bbox="264 1791 513 1812">FOB POINT: Destination</p> <p data-bbox="264 1843 781 1944"> SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR </p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	1,356	UNDEFINITIZED				1356	EA	\$ 1,006.00000	\$ 1,364,136.00
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CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIN W56HZV-14-C-0085 **MOD/AMD**

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ITEMS REQUIRED UNDER THIS REQUISITION.				

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0004	<u>DATA ITEMS</u>																						
A001	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>ENGINEERING CHANGE PROPOSAL (ECP) IN ACCORDANCE WITH CDRL A001 AND CLAUSE J-1, 52.204-4500 ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> <table border="0"> <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></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <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>1</td> <td>AS REQUIRED</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	AS REQUIRED	1	EA		
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<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	1	AS REQUIRED																					
A002	<p><u>REQUEST FOR DEVIATION (RFD)</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>REQUEST FOR DEVIATION (RFD) IN ACCORDANCE WITH CDRL A002 AND CLAUSE J-1, 52.204-4500 ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	EA																				

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 AS REQUIRED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>NOTICE OF REVISION (NOR)</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>NOTICE OF REVISION (NOR) IN ACCORDANCE WITH CDRL A003 AND CLAUSE J-1, 52.204-4500 ADDITIONAL ATTACHMENTS.</p> <p>(End of narrative B001)</p>	1	EA		
A004	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 AS REQUIRED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p> <p><u>FIRST ARTICLE TEST REPORT (FATR)</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>FIRST ARTICLE TEST REPORT IN ACCORDANCE WITH CDRL A004 AND ATTACHMENT 0001.</p>	1	LO		

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>The ACO shall approve FATR WAWF invoice upon receipt of FATR Approval Letter.</p> <p>(End of narrative E001)</p> <p>FOB POINT: Destination</p> <p>SEE NARRATIVE ON DD 1423</p> <p>(End of narrative F001)</p> <p><u>Deliveries or Performance</u> DLVR SCH PERFORM COMPL <u>REL CD QUANTITY DATE</u> 001 1 AS REQUIRED</p> <p><u>PRODUCTION LOT ACCEPTANCE TEST REPORT</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>PRODUCTION LOT TEST REPORT IN ACCORDANCE WITH CDRL A005 AND ATTACHMENT 0002.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 AS REQUIRED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	1	EA		

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-C-0085 MOD/AMD

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
A006	<p>RECORD OF MEETING MINUTES</p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>RECORD OF MEETING MINUTES IN ACCORDANCE WITH CDRL A005 AND ATTACHMENT 0002.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> <table border="0"> <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></td> <td></td> <td></td> <td></td> <td>3</td> </tr> </table> <table border="0"> <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>1</td> <td>AS REQUIRED</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	AS REQUIRED	1	EA		
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MOD/AMD

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	SEP/2013

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees 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. The contractor shall provide the Government with minutes of the Start of Work Meeting within 10 days after the meeting is held.

[End of Clause]

C-2	52.210-4501 TACOM (RI)	DRAWINGS/SPECIFICATIONS	MAR/2010
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In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with Technical Data Package/Technical Data Package Listing 20040588, with revisions in effect as of 9 Aug 2004 are applicable to this procurement with the following exceptions:

Section C of the Technical Data Packages can be obtained at the following link: <https://www.fbo.gov/fedteds/W56HZV13R0010>

(CS6100) (End of Clause)

C-3	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	JUL/2012
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The following Xd item applies to this solicitation:

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

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

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

CLIN: N/A

TDP Link (URL): N/A

[X] 3. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:

<https://www.fbo.gov/fedteds/W56HZV13R0010>

To access the data through FBO:

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

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

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

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/

click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor.

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

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

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

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

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

[End of clause]

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

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

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

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

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

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

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

(End of Clause)

C-5 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2013
TACOM
(RI)/ECBC

a. The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will affect a net life cycle cost), Notices of Revision (NORs), and Requests for Variance (RFVs) for the documents in this Technical Data Package (TDP). The contractor shall prepare these documents as required by the accompanying DD Form 1423, Contract Data Requirements List (CDRL).

b. Any contractor seeking to permanently depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may propose to do so by submitting an ECP or VECP in accordance with (IAW) 5.5.3 of MIL-STD-3046. Both ECPs and VECPs shall be submitted to include NORs IAW 5.5.4 of MIL-STD-3046. The contractor shall not present any units incorporating any change to Government documentation until notified by the Government that the ECP or VECP has been approved and has been incorporated in the contract.

c. Any contractor seeking to temporarily depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may request to do so by submitting an RFV IAW 5.5.8 of MIL-STD-3046. The contractor shall not present any units incorporating any variance to Government documentation until notified by the Government that the RFV has been approved and has been incorporated in the contract.

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(d) If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(e) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.211-4501 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	DEC/2007
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A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Date 15 Dec 99 including Notice 1, dated 10 May 02 and the Special Packaging Instruction (SPI) contained in the TDP.

PRESERVATION: MILITARY
LEVEL OF PACKING: B
QUANTITY PER UNIT PACKAGE: 001
SPI NUMBER: P5-19-7435, Rev. B, Dated 2 Jan 02
SPI NUMBER: P5-19-14329, Dated 30 Nov 07

B. 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 pallet shall be 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.

C. Marking: In addition to any special markings called out on the SPI;

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

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

E. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials (as applicable):

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

F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

--International Air Transport Association (IATA) Dangerous Goods Regulations

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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

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

F.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.

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

G. SUPPLEMENTAL INSTRUCTIONS: PLACE A RED X AND THE WORDS SHORT BOX ON THE FRONT OF ANY BOX THAT HAS A SHORT QUANTITY, THEN PLACE THAT BOX/BOXES WITH THE MARKINGS SHOWING ON THE TOP FRONT OF THE PALLET LOAD.

(DS6419)

(End of Clause)

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

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PIIN/SIIN W56HZV-14-C-0085

MOD/AMD

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
Quality Management System	ISO 9001:2008	15 Nov 2008	Exclude Paragraph 7.3

For Government Labs that do Agent/Simulant Testing
ISO/IEC17025, 2nd Edition, 15 Mar 2005

(End of Clause)

E-4	52.209-4512 TACOM (RI)	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2008
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a. The first article shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer.

f. 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 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the

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Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(ES6026)

(End of Clause)

E-5 52.246-4530 PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY) DEC/1997
TACOM (RI)

(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample and quantity required for CLINs 0001AA and 0002AA shall be in accordance with Para 4.4 in EA-DTL-1284 (specification) for filters and Para 4.3 in MIL-DTL-32101 for raw carbon.

(c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to:

For agent or simulant and physical testing:

Government Test Facility name and ship to address:

EDGEWOOD CHEMICAL BIOLOGICAL CENTER
ATTN: RDCB-DET-T/DO NGUYEN
BLDG E5165 WEBSTER ROAD
ABEERDEEN PROVING GROUNDS, MD 21010-5424
PH (410) 436-4337

For chemical agent testing:

Chief, Protective Equipment Test Branch
Edgewood Chemical Biological Center
ATTN: RDCB-DET-P/M. McNally
5183 Blackhawk Rd
APG, MD 21010-5424

(e) The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination: Same as above in paragraph (d).

(f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with Para 4.4 EA-DTL-1284 (specification) for filters and MIL-DTL-32101 for raw carbon.

(g) Within 15 days after receipt of the production lot acceptance test report, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved/conditionally approved.

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(h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot acceptance test sample within the time specified above, the Contracting Officer shall equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with additional testing resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.

(j) If the contractor fails to deliver any production lot acceptance test sample for test within the time specified, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested, and is in addition to the units deliverable under the contract.

(ES6042) (End of clause)

E-6 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

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

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

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

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

[End of clause]

E-7 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005
(TACOM)

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

INSPECTION POINT: HDT Expeditionary Systems, Inc. (8R360)

(Name) (CAGE)
4080 Park Avenue Mansfield Ohio 44903

(Address) (City) (State) (Zip)

ACCEPTANCE POINT: HDT Expeditionary Systems, Inc. (8R360)

(Name) (CAGE)
4080 Park Avenue Mansfield Ohio 44903

(Address) (City) (State) (Zip)

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[End of Clause]

E-8 52.246-4515 INCLUSION OF TESTING COSTS
(FCBC-RI)

APR/2012

1. All test costs associated with the performance of this contract shall be borne by the contractor and shall be part of the overall unit cost of the item(s) to be delivered under this contract, except the First Article Testing (FAT). The cost of performing FAT shall be separately priced.

2. These costs shall include, but are not limited to:

(a) All pre-production material evaluations.

(b) All production lot acceptance inspection/test costs required to be performed or directed by government documents, contract clauses, drawing, specification or publications used to determine material compliance or suitability for use in this contract.

(c) All transportation and/or shipping costs associated with the performance of FA tests and/or production lot testing/acceptance inspection.

(d) All inspections and tests performed by government or commercial test laboratories.

3. Testing that cannot be performed by a commercial testing laboratory because it involves actual chemical agents or simulant, and/or unique equipment may be contracted with the Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds, MD. A test service agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the ECBC Testing Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed unit price.

4. Contacts for obtaining cost estimates for agent or simulant and physical testing or chemical agent testing are as follows:

For agent or simulant and physical testing:

Chief
Test, Reliability & Evaluation Branch
Edgewood Chemical Biological Center
Email: APGR-ECBCTREB@conus.army.mil

And/or:

For chemical agent testing:

Chief
Protective Equipment Test Branch
Edgewood Chemical Biological Center
Email: APGR-ECBCProtectiveEquipmentTestBranch@conus.army.mil

5. If it is determined that Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds (APG), MD, will be utilized for conducting any of the above testing, it is the successful contractors responsibility to contact:

Email: svc.ecbc.techor.apgr@conus.army.mil
Technical Industrial Liaison Officer
Edgewood Chemical Biological Center
5183 Blackhawk Road
Building E3330
Aberdeen Proving Ground, MD 21010-5424

to establish a TSA for necessary ECBC testing support. It is in the contractors best interest to contact the Technical Industrial Liaison Officer as soon after contract award as possible to start the TSA process. Delay in contract performance due to failure to do so in a timely manner is not an excusable delay.

(ES7020)

(End of clause)

E-9 52.246-4516 LAB PERFORMANCE CERTIFICATION REQUIREMENTS
(ECBC-RI)

NOV/2006

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For contracts requiring Agent/Simulant testing, the Contractor is not to commence any testing until the Performance Certification requirements have been met. A Performance Certification shall be required for each national stock number (NSN) or non-NSN that requires Agent/Simulant testing on the contract. Performance Certification on the lab facility will be valid for up to 365 days from the date of approval. At the expiration of the Performance Certification, or if another NSN is awarded, a new Performance Certification is required. The Contractor is required to follow these steps to receive a Performance Certification:

1. Complete/fill out Certification Testing Log Sheet. To obtain a copy of Certification Testing Log Sheet, please request a copy from: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
2. Send completed Testing Log Sheet within 30 days of award of contract/delivery order/option/add-on to the contract, to Edgewood Chemical Biological Center-Rock Island, RDCB-DES-Q, ATTN: Qualification Procedure Team Lead; by FAX to 309-782-1919, or email to: usarmy.RIA.ecbc.mbx.labcerts@mail.mil.
3. After receiving the completed Testing Log Sheet, a Quality Assurance Representative will schedule a visit to the testing facility within 15 calendar days of receipt of the documentation for the initial award of each NSN OR non-NSN that requires Agent/Simulant testing on the contract, and each year thereafter, if required.
4. The Quality Assurance Representative will verify or complete the following regarding the Performance Certification requirements, but is not limited to:
 - a. Ensure the testing facility has the appropriate tech data packages or performance specification as required by the contract.
 - b. Type of Agent/purity level 90% or above is recommended
 - c. Test equipment (calibration methods/standards)
 - e. Testing Processes/Procedures/Work Instructions
 - f. Technical documentation, including drawings, specifications, handbooks, manuals, and other technical publications
 - g. Training qualifications (records) to conduct test
5. The Government will notify the Contractor within 5 days of the visit as to whether the Performance Certification requirement has been met or not. If the performance certification requirement has been met, a lab Performance Certification letter and certificate will be issued, authorizing the testing facility to conduct testing. The Contractor may commence the required testing upon authorization.

(ES7021)

(End of Provision)

E-10 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
 TACOM RI

a. Rework and Repair are defined as follows:

- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
 - (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
 - c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
 - d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
 - e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing

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requirements.

(ES7012)

(End of Clause)

E-11 52.246-4532 DESTRUCTIVE TESTING
TACOM RI

MAY/1994

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(ES7011)

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/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 matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"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.

"DoD item unique 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, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, 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.

"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.

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"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.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"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.

(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) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
____N/A_____	N/A_____
____N/A_____	N/A_____
____N/A_____	N/A_____

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
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N/A	N/A
N/A	N/A
N/A	N/A

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

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

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is 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.

(5) 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 (e.g. Vehicle Identification Number); 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 MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

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(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(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 item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), 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, as part of 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).
- (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.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of 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).**

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Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

(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 as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique 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-7 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

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
N/A	N/A	N/A

(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
CLIN 0001AA	500	150
	500	EVERY 30 DAYS THEREAFTER

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CLIN 0002AA 500 150
500 EVERY 30 DAYS THEREAFTER

CLIN 0003AA 500 150
500 EVERY 30 DAYS THEREAFTER

(d) Accelerated delivery schedule is acceptable at no additional cost to the government.

(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

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

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

F-8 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-9 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
(TACOM) ADDRESSES

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

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

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	MIPR/	OBLG	JO NO/	ACRN	OBLIGATED
<u>ITEM</u>	<u>GFEB</u> <u>ATA</u>	<u>STAT</u>	<u>ACCT ASSIGN</u>	<u>ACRN</u>	<u>AMOUNT</u>
0001AA	S61ZT530PC	2		AA	\$ 2,615,534.16
	SM2B1100000				
TOTAL					\$ 2,615,534.16

<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	OBLIGATED
<u>ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>AMOUNT</u>
AA 97	X4930AC9D 6D 26FB S20113 W56HZV	\$ 2,615,534.16
TOTAL		\$ 2,615,534.16

LINE	<u>ACRN</u>	<u>EDI/SFIS ACCOUNTING CLASSIFICATION</u>
0001AA	AA 97	0X0X4930AC9D S20113 6D0000SM2B110000026FB S20113 W56HZV

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008	AUG/2012
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The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at ://wawf.eb.mil. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

- Select the appropriate type of invoice as indicated below. It is imperative that contractors select the proper type of invoice. Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

_____ Invoice and Receiving Report Combo (Supplies)
Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

_____ Invoice 2-in-1 (Services)
Use for contracts that are entirely for service requirements.

- Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:

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) (Indicate)

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) (Indicate)

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) (Indicate)

Accept-By DoDAAC Code: S3605A

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) (Indicate)

- Include the Purchase Request Number as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. NOTE: The purchase request number may be different for each CLIN.

- Indicate the proper Unit of Measure as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.

- Indicate the following Acceptor, Alternate Acceptor, and Contract Specialist when the WAWF system prompts for additional e-mail submission after clicking Signature.

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Primary Acceptor Name: John Daniels
Primary Acceptor e-mail: John.Daniels@dcma.mil

Alternate Acceptor Name: Dale P. Tomusko
Alternate Acceptor e-mail: Dale.Tomusko@dcma.mil

Contract Specialist Name: Steve Netter
Contract Specialist e-mail: steven.p.netter2.civ@mail.mil

For ALL shelf-life items and those that require serial numbers, contractors shall include their serial numbers, manufacturing lot information and the lot information for the carbon used (if any) in WAWF submissions. Include this information in the Description field.

To track the status of an invoice, in WAWF click on the link, Pay Status (myInvoice-External link) found under the tab named Lookup or by going to ://myinvoice.csd.disa.mil/index.html. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

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

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

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
H-1 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
- 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 or by calling (586) 282-7059.

H-2 52.245-4500 ARDEC-RI	DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND PROCEDURES	OCT/2011
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I. Demil and Trade Security Controls (TSCs) Summary:

A. This procurement action has a demil and/or TSC consideration requirement. The demil and trade security control provisions in this solicitation implement the policy and requirements of the Arms Export Control Act, 22 United States Code (U.S.C.), Section 2778, the International Traffic in Arms Regulations (ITAR) at 22 Code of Federal Regulations (CFR), Parts 120-130, the Export Administration Regulations (EAR), at 15 CFR 730-774 and the Export Administration Act. Regulatory requirements and guidance are contained in Federal Acquisition Regulation (FAR) 45.6, Reporting, Redistribution, and Disposal of Contractor Inventory and Defense Federal Acquisition Regulation Supplement (DFARS) 245.604, Restrictions on Purchase or Retention of Contractor Inventory.

B. Demil and TSC policy is promulgated via Department of Defense (DoD) regulations and in the establishment of contract requirements. Accordingly, the Government's right to require demilitarization under this clause is a contractual right, subject to the authority and discretion of the Procuring Contracting Officer (PCO). Therefore the PCO may or may not forward Contractor demilitarization waiver request to the DoD Demilitarization Program Manager for review and approval, even when there is certifiable Contractors compliance with all existing TSC regulations. The waiver approval process is described in paragraph VII of this clause.

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C. The DoD policy and requirements for demil are contained in the DoDM 4160.28-M-V1, V2, and V3, Defense Demilitarization Manuals (hereinafter referred to as Demil Manual, available at <http://www.dtic.mil/whs/directives/corres/publ.html>). This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demil Manual and the Demil and/or TSC Clause herein, the Demil Manual takes precedence.

D. This contract requires the manufacture, assembly, test, maintenance, repair, and/or delivery of military/defense items. This clause sets forth the requirements for the control and corresponding certification and verification of disposition of contract excess property. The requirements under this clause are applicable to any Contractor and/or Subcontractor who perform work under this contract. This clause is a mandatory flow-down clause; accordingly, Contractor/Subcontractor must include this clause in subcontracts for work under this solicitation and resulting contract.

E. The demil and TSC requirements apply to all materials and property (Government furnished equipment (GFE)), special tools and special test equipment, manufactured parts in whatever stage of assembly, and associated technical data including technical manuals, drawings, process sheets, and working papers) bought, assembled, produced, or provided by the Government under this contract regardless of the type of contract and regardless of who has title to the material. The intent is to control military/defense items in accordance with statutory and regulatory requirements. Bidders/offerors proposed prices under this solicitation and any resulting contract should include any and all cost(s) to comply with this clause and the Governments demil and TSC requirements.

F. In general, the demil requirements must be met upon completion of the contract. For indefinite delivery contracts as defined by FAR 16.501-2, demil requirements must be met upon the expiration of the potential contractual performance period as described in section A of the contract and/or in section B (the schedule) of the contract; or upon contract termination if the contract is terminated earlier. Contractor(s) awarded a contract with demil requirements shall be responsible for maintaining an inventory system capable of recording, safeguarding and tracking all material, work in process, components associated or related to the performance of the contract for the purpose (not intended to be exclusive) of enabling the Contractor to fulfill its demil obligations under this clause. The Contractor will provide a copy of demil certificates to the PCO within 30 days for inclusion in the contract file.

G. Paragraph VIII. c. of this clause applies to the demil of excess U.S. Government furnished equipment (GFE)/technical data provided to a Contractor in support of this contract; see excess GFE definition II. b. below. If the Contractor is not using GFE in performance of this contract, disregard this paragraph.

H. The Contractor agrees that demil performed under this contract will be conducted in accordance with this clause or DoDM 4160.28-M-V1, V2 and V3, Demil Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by this clause.

II. Definitions:

A. Contract excess property is property of the type covered by this contract for which the contractor does not claim payment or has been denied payment and all GFE not returned to the Government upon completion of the contract. This includes, but is not limited to, rejects and overruns. Contract excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies, assemblies, end items, special tools and test equipment, and all associated technical manuals, technical data, packaging and labeling. Contract excess property shall be controlled and final disposition determined by assigned demil code unless waived by the DoD Demil PM.

B. Excess GFE is equipment/technical data provided by the U. S. Government to the Contractor that the Contractor no longer needs to satisfy the contracts requirements, which the Government does not want returned during or at the completion of the contract.

C. Demilitarization is the act of destroying the military offensive and defensive characteristics inherent in certain types of equipment and material to the degree necessary to preclude its restoration to a usable condition.~The term includes mutilation, dumping at sea, cutting, crushing, shredding, melting, burning or alteration designed to prevent the further use of this equipment and material for its originally intended military purpose. It applies equally to material in unserviceable and serviceable condition.

D. Scrap is material that has no value except for its basic material content.

E. Munitions list item (MLI) is any item contained in the U. S. Munitions List, 22 CFR 120-130.

F. Commerce control list item (CCLI) is a multi-use (military, commercial and other strategic use) item under the jurisdiction of the Bureau of Export Administration, U. S. Department of Commerce, through the Export Administration Regulations, 15 CFR 730-774. The types of items on the CCL may be commodities (i. e., equipment, materials, electronics), software, or a particular technology.

G. Trade security control (TSC) is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other selected entities as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

H. Commercial type property is material, equipment, software, or technology not generally considered to be unique and peculiar to DoD and possessing commercial marketability.

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I. Significant military equipment (SME) is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed in DoDM 4160.28-M-V1, V3 and V3, Demil Manual.

J. Ammunition, explosives, and dangerous articles (AEDA) is any substance that by its composition and chemical characteristics, alone or when combined with another substance, is or becomes an explosive or propellant or is hazardous or dangerous to personnel, animal or plant-life, structures, equipment or the environment as a result of blast, fire, fragment, radiological or toxic effects. AEDA is not a criterion for demil. AEDA items not on the Munitions List would be coded A or Q.

III. Applicability:

This solicitation/contract is for the production of MLIs or CCLIs and contract excess may require demil and TSCs. This clause is applicable to prime and Subcontractors.

IV. Contractor Demil and TSCs:

A. The Contractor will demil and apply TSCs as required on all contract excess property as dictated by the Government assigned demil code and its definition and the demilitarization and trade security controls matrix in paragraph IX of this clause. Demil codes and definitions can be accessed per paragraph VIII of this clause.

B. The Contractor will contact the PCO for declassification, safety and demil instructions for contract excess property with an assigned demil code of P, F, or G.

C. The Contractor will demil all associated excess technical data.

V. Demil Certification and Verification (DC&V):

A. During or upon completion of manufacturing under this contract, the prime Contractor shall notify the PCO in a timely manner that a Government representative is required to witness demil of contract excess property produced under this contract whether the prime Contractor or a Subcontractor is performing the demil.

B. Subcontractors shall notify the prime Contractor in a timely manner who shall notify the PCO that a Government representative is required to witness demil of contract excess property produced under this contract.

C. The Government Quality Assurance Representative (QAR) will forward all demil certificates and the final DD Form 250 to the PCO so that final payment can be made. The PCO will not release the final DD Form 250 for payment unless all pertinent demilitarization certificates from all prime and subcontractors involved have been received. If the Contractor is using the Wide Area Workflow (WAWF) Receipt-Acceptance system, the QAR will ensure all demil certificates are attached to the final WAWF Receiving Report before accepting the shipment. The Demil Certification and Verification Certificate will be forwarded to the PCO to become part of the contract file.

D. A Contractors representative certifies and a technically qualified U.S. Government QAR (United States citizen) is designated as the U.S. Government official responsible for executing the Demil verification unless another U.S. Government official is designated in writing by the PCO. Both shall actually witness the demil; and both shall sign and date the DA Form 7579 available at <http://www.apd.army.mil/>.

VI. Demil Waivers:

A. The Contractor may request a demil waiver for contractual requirements. However, any waiver must be predicated upon disposition of material in a manner that is consistent with the guidelines and intent of applicable demil and TSC laws and regulations. All requests for demil waivers must be submitted in writing through the PCO and the Armys Demil PM to the DoD Demil PM. Waiver request must be approved prior to Contractor disposition of any contract excess property and prior to the release of final WAWF submittal for payment. All waiver requests must specify the items, quantity, proposed disposition of the material, and any additional terms. If written approval of the request for a demil waiver is not granted within 45 days of submission, the demil request shall be deemed disapproved. The Contractor is not entitled to demil waiver. Contact the PCO for additional specific guidance.

B. When a demil waiver is approved, all packaging and Government property containing non-removable markings shall have these markings permanently obliterated before any non-demilitarized disposition.

VII. Disputes - any disputes concerning this clause shall be addressed in accordance with the Disputes clause in this solicitation/contract.

VIII. Contractor Access and Identification of Demilitarization Requirements:

A. Contractors will identify demilitarization requirements by accessing the assigned demilitarization code via the Internet using the

Name of Offeror or Contractor: HDT EXPEDITIONARY SYSTEMS, INC.

following steps:

1. Logon to the WebFLIS Web site http://www.dlis.dla.mil/WebFlis/pub/pub_search.aspx. This displays the Federal Logistics Information System WebFLIS Public Inquire.
2. Enter NIIN or NSN and click on "Go". This page displays the demilitarization code under the icon "DMIL". Make note of the assigned demilitarization code.
3. Click on the icon "DMIL" provided on this Web site. Print these demilitarization code definitions for future reference and close the screen.

B. The Contractors demilitarization requirement:

1. The Contractors demilitarization requirement is based on the demilitarization code (A, B, C, D, E, F, G, P or Q) assigned to the property and its corresponding definition.
2. Match the demilitarization code with its definition. Demilitarize excess property in accordance with the demilitarization code definition.

Note: If an NSN has NOT been assigned to the property in question, the demilitarization code for the property is not in this database. Contact the PCO for the demilitarization requirements for property if the demilitarization code could not be identified in this database.

C. Due to numerous variables, the Government may not know which disposal option is most advantageous for GFE until the end of the contract. Three GFE disposal options available to the Government are:

Option 1:

1. Have the Contractor demilitarize the excess GFE per the assigned demilitarization code.
2. The cost of Contractor demilitarization will be negotiated.
3. The PCO will provide the Contractor with the pertinent demilitarization instructions for property without codes assigned.
4. The PCO will ensure that demilitarization certification and verification is properly documented.

Option 2:

1. Abandon or sell the excess GFE and transfer the title to the Contractor.
2. Prior to the Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied. Therefore, the Contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822, before the Government transfers title to the property.
3. The EUC is the U.S. Government's instrument to ensure the Contractor is aware of and agrees to assume the responsibility for future TSC requirements and demilitarization cost and liabilities for the excess GFE. The demilitarization and TSC requirements for MLI/CCLIE do not diminish over time. For complete TSC requirements, see paragraph IX of this clause and DoDM 4160.28-M-V1, V2 and V3, Demil Manual.
4. Contractors and other persons must obtain the permission of the PCO prior to any subsequent disposition or sale. Any subsequent disposition or sale will be accomplished in accordance with DoDM 4160.28-M-V1, V2 and V3, Demil Manual.

Option 3:

The Contractor returns excess GFE to the Government's control for disposal and the Government ensures adequate disposal occurs per DoDM 4160.28-M-V1, V2 and V3, Demil Manual.

IX. Demilitarization and Trade Security Controls Matrix

Table 2-1. Demilitarization and/or no demilitarization and/or trade security controls and/or end use certificate matrix

	Demil Code	Demil Req'd	No Demil Req'd	TSC Required
Non-MLI/or Non-CCLI	A Commercial		X	
MLI-Non-SME	B		X	X EUC DLA Form 1822
MLI/SME	C	X		X EUC DLA Form 1822
MLI/SME	D	X		X EUC DLA Form 1822
MLI/Non-SME	E	X		X EUC DLA Form 1822
MLI/SME	F	X		X EUC DLA Form 1822
MLISME	G	X		X EUC DLA Form 1822
MLI/SME	P	X		X EUC DLA Form 1822
EAR/CCLI	Q Dual Use/ Commercial		X	X EUC DLA Form 1822

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-14	52.210-1	MARKET RESEARCH	APR/2011
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-21	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-23	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-35	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-36	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-38	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-40	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-11	EXTRAS	APR/1984
I-44	52.232-17	INTEREST	OCT/2010
I-45	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-46	52.232-25	PROMPT PAYMENT	JUL/2013
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-48	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
I-49	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-50	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-53	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-54	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-55	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-56	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-57	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-58	52.248-1	VALUE ENGINEERING	OCT/2010

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I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-60	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-64	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-65	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-66	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-67	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-68	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-69	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-71	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-72	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-73	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-74	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-75	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-76	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-77	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-79	252.225-7021	TRADE AGREEMENTS	OCT/2013
I-80	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-81	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-82	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-83	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-84	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-85	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-86	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-88	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-89	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-90	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-91	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall conduct a First Article Test (FAT) consisting of 20 filters and 4 carbon samples (Part No. 5-19-7435) inspected and tested per EA-DTL-1284 associated specifications and drawings for compliance with all requirements. All subcomponents (filter media, fines media, etc) shall be inspected and tested in accordance with (IAW) their associated drawings and specifications.

AGENT TESTING IS REQUIRED. The agent testing/inspections must be conducted at Government testing facilities. The contractor must comply with clause 52.246-4515 which provides the procedure to attain a cost estimate and establish a test service agreement. Testing completed at a Government facility does not need to be repeated by the Contractor. The contractor shall include Government test data in with the contractors overall FAT report. The government facility performing agent/simulant testing shall be certified laboratory per clause 52.246-4516.

The activated carbon must be tested and meet the requirements of MIL-DTL- 32101.

Government Test Facility name and ship to address:

EDGEWOOD CHEMICAL BIOLOGICAL CENTER
 ATTN: RDCB-DET-T/DO NGUYEN
 BLDG E5165 WEBSTER ROAD
 ABEERDEEN PROVING GROUNDS, MD 21010-5424
 PH (410) 436-4337

Certificates of Conformances are required for all material to include packaging and shall be submitted as part of the First Article Test Report (FATR). The contractor is responsible for all inspections and testing regardless of who conducts the actual testing.

A packaging First Article shall consist of 3 packaged items inspected in accordance with SPI P5-19-7435. Pictures of the packaging are

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not required; however, they will expedite approval. The samples shall be subject to all the test and inspection requirements of the associated drawings and specifications.

At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

The DCMA QAR shall review the FATR before submission to the Contracting Officer (PCO). The FATR for both the filter and packaging shall be submitted through the local QAR to the PCO.

Laboratory testing shall be IAW Para 4.3 EA-DTL-1284 (specification).

(b) The Contractor shall submit the first article test report within 150 calendar days from the date of this contract to the Contracting Officer in electronic form marked First Article Test Report: Contract No. _W56HZV-14-C-0085_, Lot/Item No. _M48A1_Gas-Particulate Filter_. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

(1) progress payments, or

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

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

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

(End of Clause)

I-92 252.203-7004 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.

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(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-93

52.217-4001
(TACOM)

SEPARATELY PRICED OPTION FOR INCREASED QUANTITY

FEB/2007

(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, but in any event not later than 366 days for CLIN 0002AA after either (i) award or, if FAT is required, (ii) after FAT approval; and in any event not later than 731 days for CLIN 0003AA after either (i) award or, if FAT is required, (ii) after FAT approval. 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 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-94

52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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(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-95 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

The Contractor represents that it [] is, [X] is not a small business concern under NAICS Code _333413_____ assigned to contract number _W56HZV-14-C-0085_. [Contractor to sign and date and insert authorized signer's name and title].

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(End of clause)

I-96 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG OCT/2001
2013-00014) 2013) -- ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small

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disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

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(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

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(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over

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\$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Governments fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Governments fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-97 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.

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

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

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

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

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

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

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

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

(End of Clause)

I-98 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) *_____N/A_____, 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-99 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-100 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.

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

(End of Clause)

I-101 252.223-7001 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-102 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).

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

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

[End of Clause]

I-103 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

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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	A001 ENGINEERING CHANGE PROPOSAL (ECP)	13-MAR-2013	001	DATA
Exhibit B	A002 REQUEST FOR DEVIATION (RFD)	13-MAR-2013	001	DATA
Exhibit C	A003 NOTICE OF REVISION (NOR)	13-MAR-2013	001	DATA
Exhibit D	A004 FIRST ARTICLE TEST REPORT (FATR)	13-MAR-2013	001	DATA
Exhibit E	A005 PRODUCTION LOT ACCEPTANCE TEST REPORT	13-MAR-2013	001	DATA
Exhibit F	A006 RECORD OF MEETING MINUTES	13-MAR-2013	001	DATA
Attachment 0001	A004 FIRST ARTICLE TEST REPORT (FATR)	13-MAR-2013	001	EMAIL
Attachment 0002	A005 PRODUCTION LOT ACCEPTANCE REPORT	13-MAR-2013	001	EMAIL
Attachment 0003	A006 RECORD OF MEETING MINUTES	13-MAR-2013	001	EMAIL
Attachment 0004	ADDRESS CODE DISTRIBUTION LIST	13-MAR-2013	001	EMAIL
Attachment 0005	REQUEST FOR VARIANCE (RFV) 980-D160, AND ITS APPROVAL	09-DEC-2013	004	EMAIL
Attachment 0006	NOTICE OF REVISION (NOR) Z13-0104-003, AND ITS APPROVAL	11-OCT-2013	004	DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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J-1	52.204-4500 TACOM (RI)	ADDITIONAL ATTACHMENTS	FEB/2012
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The following documents are hereby attached by reference and may form a part of this acquisition. These documents are available in electronic format on the internet via the link named Standard Solicitation Attachments (ARDEC/ECBC Procurements) at http://contracting.tacom.army.mil/acqinfo/SolAttchARDEC_ECBC.htm. Vendors should ensure that they have the correct attachments in their possession prior to submitting a bid/proposal/quote.

Title / Number of Pages

Instructions and Address Code Distribution (ARDEC or Chem-Bio)
See <http://contracting.tacom.army.mil/enr/enrchange.htm>
1 Pg

Address List ACC-Warren(DTA) and DLA Land Warren
1 Pg

Data Delivery Description Engineering Change Proposal
9 Pgs

Data Delivery Description Notice of Revision
2 Pgs

Data Delivery Description Request for Deviation
4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)
2 Pgs

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0003 B. EXHIBIT: A
C. CATEGORY: Quality Assurance
D. SYSTEM/ITEM: M48A1 Gas-Particulate Filter
E. CONTRACT/PR NO.: W56HZV-14-C-0085

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM: Engineering Change Proposal (ECP)
3. SUBTITLE: N/A
4. AUTHORITY: DI-CMAN-80639C*
5. CONTRACT REFERENCE: Section C
6. REQUIRING OFFICE: RDCB-END-D (RI)
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: **
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:

See attached data delivery description for content of the ECP. Contractor format is acceptable, data must be in Gov't compatible software (i.e. Microsoft Office). MIL-HDBK-61 may be useful in defining content. **Dist Statement will be assigned and implemented by the DoD Configuration Manager. ***Electronic files must be less than 7MB. The ECP Short Form and ECP page 1 located at [://www.pica.army.mil/prod_techdata/cmdocs-links.htm](http://www.pica.army.mil/prod_techdata/cmdocs-links.htm) are the preferred method of submission for this data item (DD Forms 1692 and 1693).

17. PREPARED BY: Steven Netter 19. APPROVED BY: Dee Riese
18. DATE: 13 MAR 2013 20. DATE: 13 MAR 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0003 B. EXHIBIT: B
C. CATEGORY: Quality Assurance
D. SYSTEM/ITEM: M48A1 Gas-Particulate Filter
E. CONTRACT/PR NO.: W56HZV-14-C-0085

1. DATA ITEM NO.: A002
2. TITLE OF DATA ITEM: Request for Deviation (RFD)
3. SUBTITLE: N/A
4. AUTHORITY: DI-CMAN-80640C*
5. CONTRACT REFERENCE: Section C
6. REQUIRING OFFICE: RDCB-END-D (RI)
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: **
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:

*SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF RFD. ADEQUATE DATA/ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIVE TO PARA 24 AND 25 OFF DATA DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). MIL-HDBK-61 MAY BE USEFUL IN DEFINING CONTENT. **DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR. ***ELECTRONIC FILES MUST BE LESS THAN 7 MB. THE RFD FORM LOCATED AT https://www.pica.army.mil/prod_techdata_cmdocs-links.htm IS THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORM 1694).

17. PREPARED BY: Steve Netter 19. APPROVED BY: Dee Riese
18. DATE: 13 MAR 2013 20. DATE: 13 MAR 2013

DD FORM 1423-E

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0003 B. EXHIBIT: C
C. CATEGORY: Quality Assurance
D. SYSTEM/ITEM: M48A1 Gas-Particulate Filter
E. CONTRACT/PR NO.: W56HZV-14-C-0085

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM: Notice of Revision (NOR)
3. SUBTITLE: N/A
4. AUTHORITY: DI-CMAN-80642C*
5. CONTRACT REFERENCE: Section C
6. REQUIRING OFFICE: RDCB-END-D (RI)
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: **
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:
See attached data delivery description for content of the NOR. Contractor format is acceptable, data must be in Gov't compatible software (i.e. Microsoft Office). MIL-HDBK-61 may be useful in defining content. **Dist Statement will be assigned and implemented by the DoD Configuration Manager. ***Electronic files must be less than 7MB. The NOR Short Form and NOR page 1 located at [://www.pica.army.mil/prod_techdata/cmdocs-links.htm](http://www.pica.army.mil/prod_techdata/cmdocs-links.htm) are the preferred method of submission for this data item (DD Forms 1695).

17. PREPARED BY: Steven Netter 19. APPROVED BY: Dee Riese
18. DATE: 05 MAR 2013 20. DATE: 05 MAR 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0003 B. EXHIBIT: D
C. CATEGORY: Quality Assurance
D. SYSTEM/ITEM: Filter Element, Gas Recirculation
E. CONTRACT/PR NO.: W56HZV-14-C-0085

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM: Test/Inspection Report
3. SUBTITLE: First Article Test Report (FATR) (Contractor)
4. AUTHORITY: DI-NDTI-80809B
5. CONTRACT REFERENCE: Section E
6. REQUIRING OFFICE: RDCB-DES-Q
7. DD250 REQ LT
8. APP CODE: A**
9. DIST STATEMENT REQUIRED: C
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES: RDAR-DES-Q: 0 / Thru QAR*: 1 / CO (LT Only): 1
15. TOTAL COPIES: PAPER: 0 E-MAIL: 2 CD-ROM: 0

16. REMARKS:
FATR SHALL BE SUBMITTED THRU THE QAR. SEE THE CONTRACT CLAUSES PERTAINING TO FIRST ARTICLE TEST REPORTS FOR INSTRUCTIONS REGARDING SUBMISSION AND DISPOSITION OF FIRST ARTICLES. SUBMIT ELECTRONICALLY THROUGH THE QAR TO THE CONTRACT SPECIALIST/PCO. THE CONTRACT SPECIALIST WILL PROVIDE THE FATR ELECTRONICALLY TO ECBC-QA POC. **THE GOVT HAS 30 DAYS AFTER RECEIPT OF FATR FOR APPROVAL/DISAPPROVAL.

17. PREPARED BY: Steven Netter 19. APPROVED BY: Dee Riese
18. DATE: 13 MAR 2013 20. DATE: 13 MAR 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

 A. CONTRACT LINE ITEM NO.: 0003 B. EXHIBIT: E
 C. CATEGORY: Quality Assurance
 D. SYSTEM/ITEM: M48A1 Gas-Pariculate Filter
 E. CONTRACT/PR NO.: W56HZV-14-C-0085

1. DATA ITEM NO.: A005
 2. TITLE OF DATA ITEM: Test/Inspection Report
 3. SUBTITLE: Production Lot Acceptance Test Report (Govt)
 4. AUTHORITY: DI-NDTI-80809B
 5. CONTRACT REFERENCE: Section E
 6. REQUIRING OFFICE: RDCB-DES-Q
 7. DD250 REQ LT
 8. APP CODE: A**
 9. DIST STATEMENT REQUIRED: C
 10. FREQUENCY: As Required
 11. AS OF DATE: N/A
 12. DATE OF 1ST SUBMISSION: As Required
 13. DATE OF SUBSEQUENT SUBMISSION: As Required
 14. DRFT/REG/REPRO DISTRIBUTION COPIES: RDAR-DES-Q: 2 / Thru QAR*: 0 / CO (LT Only): 1
 15. TOTAL COPIES: PAPER: 0 E-MAIL: 3 CD-ROM: 0

16. REMARKS:

*THIS REPORT SHALL BE SUBMITTED AT THE COMPLETION OF A NEW PRODUCTION LOT (A LOT IS AS DEFINED IN THE CONTRACT). REPORT SHALL BE SUBMITTED THRU THE QAR TO THE ADDRESSEES WHENEVER A NEW LOT OF MATERIAL (REQUIRING AGENT TESTING OR OTHER TESTING DIRECTED TO A GOVT FACILITY) HAS COMPLETED TESTING AND AFTER ALL CONTRACTOR TEST PORTIONS ARE COMPLETED. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT CLAUSE FOR THIS RQMT. NOTE: A DD FORM 1222, REQ FOR TEST AND RESULTS SHALL BE SUBMITTED TO THE TEST FACILITY AND PROVIDED WITH THE PRODUCTION LOT TEST REPORT. SUBMIT ELECTRONICALLY TO RDCB-DES-Q (RI) EMAIL: joseph.a.gardner8.civ@mail.mil AND diane.m.freeman.civ@mail.mil. **THE GOVT HAS 15 DAYS AFTER RECEIPT OF THE PRODUCTION LOT ACCEPTANCE TEST REPORT FOR APPROVAL/DISAPPROVAL.

 17. PREPARED BY: Steven Netter 19. APPROVED BY: Dee Riese
 18. DATE: 13 MAR 2013 20. DATE: 13 MAR 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OBM No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0003 B. EXHIBIT: F
C. CATEGORY: Quality Assurance
D. SYSTEM/ITEM: M48 Gas-Particulate Filter
E. CONTRACT/PR NO.: W56HZV-14-C-0085

1. DATA ITEM NO.: A006
2. TITLE OF DATA ITEM: Record of Meeting Minutes
3. SUBTITLE: N/A
4. AUTHORITY: DI-ADMN-81505
5. CONTRACT REFERENCE: Section C
6. REQUIRING OFFICE: CCTA-ADT-A
7. DD250 REQ LT
8. APP CODE: -
9. DIST STATEMENT REQUIRED: N/A
10. FREQUENCY: As Required
11. AS OF DATE: N/A
12. DATE OF 1ST SUBMISSION: As Required
13. DATE OF SUBSEQUENT SUBMISSION: As Required
14. DRFT/REG/REPRO DISTRIBUTION COPIES
15. TOTAL COPIES: PAPER: 0 E-MAIL: 0 CD-ROM: 0

16. REMARKS:

See attached data delivery description for content of the Record of Meeting Minutes. Contractor format is acceptable, data must be in Gov't compatible software (i.e. Microsoft Office).

17. PREPARED BY: Steven Netter 19. APPROVED BY: Dee Riese
18. DATE: 13 MAR 2013 20. DATE: 13 MAR 2013

DATA DELIVERY DESCRIPTION TEST/INSPECTION REPORT

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.

Requirements:

1. Format. Contractor format is acceptable. Organize the information required by paragraph 2 and its subparagraphs in a manner that facilitates presentation and understanding.
2. Content. The test/inspection report shall contain the following information, as applicable:
 - 2.1.1 Cover and title page. The following information shall appear on the outside front cover and title page:
 - a. Report date.
 - b. Report number (contractor or government).
 - c. Contractors name, address and commercial and government entity code.
 - d. Contract number and contract line item number or sequence number (if applicable).
 - e. Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test).
 - f. Identification of item tested/inspected.
 - g. Date or period of test/inspection.
 - h. Name and address of requiring government activity.
 - i. Security classification, downgrading and declassifying information, if applicable.
 - 2.1.2 Table of contents. The table of contents shall identify the following:
 - a. The title and starting page of each major section, paragraph, and appendix of the report.
 - b. The page, identifying number, and title of each illustration (for example: figure, table, photograph, chart, and drawing).
 - 2.1.3 Introduction. The introduction shall include the following information:
 - 2.1.3.1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.
 - 2.1.3.2. Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:
 - a. Nomenclature.
 - b. National stock number.
 - c. Model number, part number, and serial number.
 - d. Type of item (for example, prototype, production item, laboratory model).
 - e. Serial or lot number.
 - f. Applicable engineering changes.
 - g. Production item specification, if applicable.
 - h. Date of manufacture.
 - 2.1.3.3. Test/inspection requirements. Complete identification of the test/inspection requirements correlated to contractual requirements including the following:
 - a. Required test/inspection parameters.
 - b. Performance requirements, acceptance or compliance limits, and environmental criteria.
 - 2.1.4. Summary. Complete test/inspection report summary including the following:
 - a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
 - b. Proposed corrective actions and schedules for failures or problems encountered.
 - c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
 - d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.
 - 2.1.5 Reference documents. Complete identification of all documents reference in the test/inspection report including the following, as applicable:
 - a. Prior test/inspection reports on the same item.
 - b. Test/inspection plans and procedure documents.
 - c. Prior certifications of compliance.
 - d. Contractors file designation where test/inspection records are maintained.

- e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

2.1.6 Body of report. The body of the test/inspection report shall be as follows:

2.1.6.1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following.

- a. Nomenclature.
- b. Model number.
- c. Serial number.
- d. Manufacturer.
- e. Calibration status.
- f. Accuracy data.
- g. Comments, if applicable.

2.1.6.2 Test/inspection facility installation and set-up. Complete description of the physical set-up used in conducting the test/inspection to include the following.

- a. Location or orientation of the item.
- b. Location, orientation or settings of test equipment and instrumentation.
- c. Location, orientation or settings of sensors and probes.
- d. Location or orientation of interconnections, cables , and hoop-ups.
- e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

2.1.6.3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:

- a. Item selection and inspection that verified suitability for test/inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and control conditions imposed.

2.1.6.4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:

2.1.6.4.1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

2.1.6.4.2 Test/inspection results. Identification of all test/inspection results to include the following:

- a. Matrices comparing results achieved against test/inspection objectives or requirements..
- b. A discussion of these matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.
- d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.

2.2.6.5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:

- a. The effectiveness of the test/inspection procedures in measuring item performance.
- b. The success or failure of the item to meet required test/inspection objectives.
- c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
- f. The adequacy and completeness of the test/inspection requirements.

2.2.6.6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:

- a. Acceptability of the item tested/inspected (pass or fail).
- b. Additional testing/inspection required.
- c. Redesign required.

- d. Problem resolution.
- e. Test/inspection procedure or facility improvements.
- f. Disposition of items tested/inspected.
- g. Documentation changes required.
- h. Testing/inspection improvements.

2.2.7 Authentication. The following certifications shall be included, as applicable:

2.2.7.1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

2.2.7.2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentications and any government witness.

2.2.7.3 Authentication of acceptability. A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

2.2.8 Appendices. Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.

The Data Delivery Description (DDD) for A005 Production Lot Test Report is the same as in Attachment 0001.

DATA DELIVERY DESCRIPTION RECORD OF MEETING MINUTES

This Data Delivery Description (DDD) contains the content and preparation instructions for the data product resulting from the work task specified in the contract. The report is a record of the proceedings of any specified meeting. The Meeting Minutes will be used by appropriate government and contractor personnel as a record of the deliberations and actions resulting from meetings related to performance of work under a contract.

Requirements:

1. Format. The report shall be presented in contractors format.
2. Content. The report shall contain a title page which specifies the following:
 - a. Date of report/meeting.
 - b. Title Type of meeting (study contract, audit, design review, etc.).
 - c. Title of Program/Project
 - d. System/equipment identification and number.
 - e. Contract number and/or procurement request number.
 - f. Signature(s) contractor (supporting activity) Project Manager or designated representative.
 - 2.1.1 The report/minutes shall include the following sections:
 - 2.1.1.1. An introduction which shall include:
 - a. Statement relating to the purpose/objective of the meeting.
 - b. The original agenda/revision thereto. (this may be accomplished by reference to attachment/enclosure)
 - 2.1.1.2. Administrative data which shall include:
 - a. Date and location of the meeting.
 - b. Agency under whose direction the meeting was convened.
 - c. Name and title of the chairman or co-chairmen.
 - d. Name and title of persons attending.
 - 2.1.1.3. Information covered during the meeting, including as appropriate, such items as:
 - a. A description and/or listing of the material and documentation, if any, discussed/reviewed during the meeting.
 - b. Specific statements relating to changes, deletions, modifications, etc., discussed/reviewed during the meeting, including:
 - (1) A description of the change/modification required.
 - (2) The reason for the change/modification.
 - (3) The agency responsible for preparing change proposals, if required, necessary to effect the change/modification.
3. Each item discussed/reviewed during the meeting shall be presented in the following order:
 - 3.1.1. Item. A brief statement identifying the item or problem.
 - 3.1.2. Discussion. A summary of pertinent information associated with the item.
 - 3.1.3. Recommendations. A list of both the Project/Program Managers and the contractors recommendations.
 - 3.1.4. Action. A brief statement of agreements reached, action(s) required by the Program/Project Manager or the contractor, identity of the personnel or activity assigned responsibility for taking and/or coordinating required actions, contractual action, if required, and all key dates.
 - 3.1.5. Media Requirements. Unless otherwise stated on the Contract Data Requirements List (DD Form 1423); the report/minutes shall be typewritten on 8x 10 1/2 white paper. Charts, graphs, drawings, lists, sketches may be included, if necessary, to support or clarify the text of the report/minutes. Oversize material shall be one-way foldouts. All material presented shall be sufficiently clear and sharp for further reproduction if required. All pages and supporting material shall be securely bound together.

ADDRESS CODE DISTRIBUTION for ECPs/RFDs/VECPs
(Configuration Management)

1. Concurrent transmittal of Engineering Change Proposals (ECPs), Request for Deviations (RFDs) or Value Engineering Change Proposals (VECPs) shall be submitted by the Contractors by either emailing or faxing engineering actions as follows:

2. The contractor shall electronically transmit copies to:

a. (ECBC-RI RDECOM Engineering Office)

OFFICE: RDCB-DEM

POC: Courtney Corelis/Rachel Lindbom

EMAIL: usarmy.ria.ecbc.mbx.cmaction@mail.mil

FAX: (309) 782-4537

b. (Contracting Officer)

OFFICE: CCTA-ADT-A

POC: Steve Netter

EMAIL: steven.p.netter2.civ@mail.mil

FAX: 586-282-4467

c. (Administrative Contracting Officer)

3. For VECPs only:

a. (ECBC RDECOM)

OFFICE: RDCB-DES-I

POC: Mashala Macias

EMAIL: Mashala.m.macias.civ@mail.mil

FAX: (309)782-2247

Request for Variance (RFV) 980-D160, is incorporated by reference and is transmitted under separate cover.

Notice of Revision (NOR) Z13-0104-003, is incorporated by reference and is transmitted under separate cover.