

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm Fixed Price

Page 1 Of 19

|   |                                |   |                                |
|---|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No.<br>P00001 | 3. Effective Date<br>2014APR01 | 4. Requisition/Purchase Req No.<br>SEE SCHEDULE | 5. Project No. (If applicable) |
|---|--------------------------------|---|--------------------------------|

|   |                |   |                |
|---|----------------|---|----------------|
| 6. Issued By<br>U.S. ARMY CONTRACTING COMMAND<br>EMILY S. SCHULTE<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br><br>EMAIL: EMILY.SCHULTE@US.ARMY.MIL | Code<br>W56HZV | 7. Administered By (If other than Item 6)<br>DCMA ATLANTA<br>2300 LAKE PARK DRIVE, SUITE 300<br>SMYRNA GA 30080 | Code<br>S1103A |
|---|----------------|---|----------------|

|   |                                     |   |
|---|-------------------------------------|---|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)<br><br>JCB INC.<br>2000 BAMFORD BLVD<br>POOLER, GA 31322-9504 | <input type="checkbox"/>            | 9A. Amendment Of Solicitation No.                           |
|   | <input type="checkbox"/>            | 9B. Dated (See Item 11)                                     |
|   | <input checked="" type="checkbox"/> | 10A. Modification Of Contract/Order No.<br>W56HZV-14-D-0039 |
|   | <input type="checkbox"/>            | 10B. Dated (See Item 13)<br>2014JAN31                       |
| Code OJKF0  | Facility Code                       |   |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

is extended,  is not extended.

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

**12. Accounting And Appropriation Data (If required)**

NO CHANGE TO OBLIGATION DATA

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

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

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

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

SEE SECOND PAGE FOR DESCRIPTION

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

|  |  |  |                               |
|--|--|--|-------------------------------|
| 15A. Name And Title Of Signer (Type or print)                                    | 16A. Name And Title Of Contracting Officer (Type or print)<br>TRISH PIERCE<br>TRISH.PIERCE@US.ARMY.MIL (586)282-8128 |  |                               |
| 15B. Contractor/Offeror<br><br>_____<br>(Signature of person authorized to sign) | 15C. Date Signed   | 16B. United States Of America<br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer) | 16C. Date Signed<br>2014APR01 |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-14-D-0039

**MOD/AMD** P00001

**Name of Offeror or Contractor:** JCB INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: EMILY S. SCHULTE  
 Buyer Office Symbol/Telephone Number: CCTA-HBF-C/(586)282-3525  
 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  
 Contract Expiration Date: 2017JAN29

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

Contract: W56HZV-14-D-0039  
 Modification: P00001  
 Purpose of Modification: Add five HMEE tools

The purpose of this bilateral modification P00001 to W56HZV-14-D-0039 is to accomplish the following:

1. Revise attachment 0001-HMEE Field Level Tools as follows:

From:

| ITEM NAME           | DESCRIPTION     | SUPPLIER CAGE | SUPPLIER P/N | NSN           | QTY |
|---------------------|-----------------|---------------|--------------|---------------|-----|
| ENGINE LIFTING BEAM |                 | OJKF0/K7599   | 347/21067    | 2510991549956 | 1   |
| POWERTRAIN CART     |                 | OJKF0         | 892/01245    | 4910016186679 | 1   |
| POWERTRAIN STAND    |                 | OJKF0         | 347/21071    | 4910016186416 | 1   |
| MANDREL/SLEEVE      | LARGE, PLASTIC  | OJKF0/K7599   | 892/01021    | 4910991826225 | 1   |
| MANDREL/SLEEVE      | MEDIUM, PLASTIC | OJKF0/K7599   | 892/01019    | 4910991823103 | 1   |
| MANDREL/SLEEVE      | SMALL, PLASTIC  | OJKF0/K7599   | 892/01018    | 4910997318648 | 1   |

To:

| ITEM NAME             | DESCRIPTION     | SUPPLIER CAGE | SUPPLIER P/N | NSN           | QTY |
|-----------------------|-----------------|---------------|--------------|---------------|-----|
| ENGINE LIFTING BEAM   |                 | OJKF0/K7599   | 347/21067    | 2510991549956 | 1   |
| POWERTRAIN CART       |                 | OJKF0         | 892/01245    | 4910016186679 | 1   |
| POWERTRAIN STAND      |                 | OJKF0         | 347/21071    | 4910016186416 | 1   |
| MANDREL/SLEEVE        | LARGE, PLASTIC  | OJKF0/K7599   | 892/01021    | 4910991826225 | 1   |
| MANDREL/SLEEVE        | MEDIUM, PLASTIC | OJKF0/K7599   | 892/01019    | 4910991823103 | 1   |
| MANDREL/SLEEVE        | SMALL, PLASTIC  | OJKF0/K7599   | 892/01018    | 4910997318648 | 1   |
| INSERTER, BEARING AN  | BUSHING TOOL    | OJKF0         | 892/01244    | 5120996027612 | 1   |
| MANDREL/INSERTER,SEAL | BLUNT, METAL    | OJKF0/K7599   | 892/01027    | 5120994232460 | 1   |
| PARK BRAKE ADJ TOOL   |                 | OJKF0         | 892/01242    | 5120998130570 | 1   |
| SEAL FITTING TOOL     | GLAND SEAL      | OJKF0/K7599   | 892/00334    | 5120997609968 | 1   |
| TOOL KIT, VEHICULAR   | WHEEL HUB KIT   | OJKF0/K7599   | 892/01092    | 5180991316041 | 1   |

b) Revise CLIN pricing to incorporate the five HMEE tools as follows:

CLIN 0101 1ST ORDERING YEAR

From:

Range Quantities

| FROM | TO  | UNIT PRICE |
|------|-----|------------|
| 1    | 50  | \$1,839.33 |
| 51   | 105 | \$1,503.25 |
| 106  | 165 | \$1,466.86 |
| 166  | 250 | \$1,432.85 |

To:

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**Name of Offeror or Contractor:** JCB INC.

| Range Quantities |     |            |
|------------------|-----|------------|
| FROM             | TO  | UNIT PRICE |
| 1                | 50  | \$9,540.72 |
| 51               | 105 | \$4,579.23 |
| 106              | 165 | \$3,703.94 |
| 166              | 250 | \$3,297.08 |

CLIN 0201 2ND ORDERING YEAR

From:

| Range Quantities |     |            |
|------------------|-----|------------|
| FROM             | TO  | UNIT PRICE |
| 1                | 50  | \$2,421.34 |
| 51               | 105 | \$2,113.88 |
| 106              | 165 | \$2,031.85 |
| 166              | 250 | \$1,938.28 |

To:

| Range Quantities |     |             |
|------------------|-----|-------------|
| FROM             | TO  | UNIT PRICE  |
| 1                | 50  | \$10,122.73 |
| 51               | 105 | \$ 5,189.86 |
| 106              | 165 | \$ 4,268.93 |
| 166              | 250 | \$ 3,802.51 |

CLIN 0301 3RD ORDERING YEAR

From:

| Range Quantities |     |            |
|------------------|-----|------------|
| FROM             | TO  | UNIT PRICE |
| 1                | 50  | \$3,319.12 |
| 51               | 105 | \$2,870.70 |
| 106              | 165 | \$2,758.47 |
| 166              | 250 | \$2,669.57 |

To:

| Range Quantities |     |             |
|------------------|-----|-------------|
| FROM             | TO  | UNIT PRICE  |
| 1                | 50  | \$11,251.56 |
| 51               | 105 | \$ 6,038.96 |
| 106              | 165 | \$ 5,062.66 |
| 166              | 250 | \$ 4,589.73 |

c) Update the following clauses, which were originally incorporated by reference in the base award:

1) 252.711-7003 Item Identification and Valuation (Alternate I dated Dec 2011) (June 2013), Narrative F0001, is replaced with 252.211-7003 Item Unique Identification and Valuation (Dec 2013).

2) 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (Aug 2012), Narrative I0001, is replaced with 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (DEVIATION 2013-00014)(Aug 2013).

3) 52.219-9 Small Business Subcontracting Plan (Jul 2013), Narrative I0001 is replaced with 52.219 Small Business Subcontracting Plan (DEVIATION 2013-00014)(Aug 2013).

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

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**Name of Offeror or Contractor:** JCB INC.

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\*\*\* END OF NARRATIVE A0002 \*\*\*

Name of Offeror or Contractor: JCB INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY    | UNIT | UNIT PRICE | AMOUNT |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
|---------|---|-------------|------|------------|--------|----|-------------|----|-----|------------|-----|-----|------------|-----|-----|------------|--------|----|-------------------|--|
| 0101    | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>1ST ORDERING YEAR-FIELD LEVEL TOOL SETS</u></p> <p>COMMODITY NAME: HMEE TOOL SETS<br/>                     PSC: 5120<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$9,540.72</td> </tr> <tr> <td>51</td> <td>105</td> <td>\$4,579.23</td> </tr> <tr> <td>106</td> <td>165</td> <td>\$3,703.94</td> </tr> <tr> <td>166</td> <td>250</td> <td>\$3,297.08</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE REQUIREMENTS IN SECTION D<br/>                     LEVEL PRESERVATION: Commercial<br/>                     LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> | FROM        | TO   | UNIT PRICE | 1      | 50 | \$9,540.72  | 51 | 105 | \$4,579.23 | 106 | 165 | \$3,703.94 | 166 | 250 | \$3,297.08 | EST 87 | SE | See Range Pricing |  |
| FROM    | TO  | UNIT PRICE  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 1       | 50  | \$9,540.72  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 51      | 105   | \$4,579.23  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 106     | 165   | \$3,703.94  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 166     | 250   | \$3,297.08  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 0201    | <p><u>2ND ORDERING YEAR-FIELD LEVEL TOOL SETS</u></p> <p>COMMODITY NAME: HMEE TOOL SETS<br/>                     PSC: 5120<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$10,122.73</td> </tr> <tr> <td>51</td> <td>105</td> <td>\$5,189.86</td> </tr> <tr> <td>106</td> <td>165</td> <td>\$4,268.93</td> </tr> <tr> <td>166</td> <td>250</td> <td>\$3,802.51</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE REQUIREMENTS IN SECTION D<br/>                     LEVEL PRESERVATION: Commercial<br/>                     LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>   | FROM        | TO   | UNIT PRICE | 1      | 50 | \$10,122.73 | 51 | 105 | \$5,189.86 | 106 | 165 | \$4,268.93 | 166 | 250 | \$3,802.51 | EST 46 | SE | See Range Pricing |  |
| FROM    | TO  | UNIT PRICE  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 1       | 50  | \$10,122.73 |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 51      | 105   | \$5,189.86  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 106     | 165   | \$4,268.93  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 166     | 250   | \$3,802.51  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |

CONTINUATION SHEET

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

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY    | UNIT | UNIT PRICE | AMOUNT |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
|---------|--|-------------|------|------------|--------|----|-------------|----|-----|------------|-----|-----|------------|-----|-----|------------|--------|----|-------------------|--|
| 0301    | <p><u>3RD ORDERING YEAR-HMEE FIELD LEVEL TOOL SETS</u></p> <p>COMMODITY NAME: HMEE TOOL SETS<br/>                     PSC: 5120<br/>                     CLIN CONTRACT TYPE:<br/>                     Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50</td> <td>\$11,251.56</td> </tr> <tr> <td>51</td> <td>105</td> <td>\$6,038.96</td> </tr> <tr> <td>106</td> <td>165</td> <td>\$5,062.66</td> </tr> <tr> <td>166</td> <td>250</td> <td>\$4,589.73</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE REQUIREMENTS IN SECTION D<br/>                     LEVEL PRESERVATION: Commercial<br/>                     LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> | FROM        | TO   | UNIT PRICE | 1      | 50 | \$11,251.56 | 51 | 105 | \$6,038.96 | 106 | 165 | \$5,062.66 | 166 | 250 | \$4,589.73 | EST 59 | SE | See Range Pricing |  |
| FROM    | TO   | UNIT PRICE  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 1       | 50   | \$11,251.56 |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 51      | 105  | \$6,038.96  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 106     | 165  | \$5,062.66  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |
| 166     | 250  | \$4,589.73  |      |            |        |    |             |    |     |            |     |     |            |     |     |            |        |    |                   |  |

|                           |  |                     |
|---------------------------|--|---------------------|
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**Name of Offeror or Contractor:** JCB INC.

SECTION F - DELIVERIES OR PERFORMANCE

\*\*\* DELETED NARRATIVE F0001 \*\*\*

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u>                             | <u>Date</u> |
|---------------|------------------------|--|-------------|
| F-1 CHANGED   | 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](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, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

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

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

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

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

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

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as

**Name of Offeror or Contractor:** JCB INC.

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](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,<br>Subline, or<br>Exhibit Line Item Number | Item Description |
|---|------------------|
| __0101__  | _____            |
| __0201__  | _____            |
| __0301__  | _____            |

(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,<br>Subline, or<br>Exhibit Line Item Number | Item Description |
|---|------------------|
| __N/A__   | _____            |
| __N/A__   | _____            |

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**Name of Offeror or Contractor:** JCB INC.

N/A

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables 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

(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.

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

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(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)

|                           |  |                      |
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SECTION I - CONTRACT CLAUSES

\*\*\* DELETED NARRATIVE I0001 \*\*\*

| <u>Status</u> | <u>Regulatory Cite</u>    | <u>Title</u>  | <u>Date</u> |
|---------------|---------------------------|---|-------------|
| I-1 ADDED     | 52.219-9 (DEV 2013-00014) | SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) | AUG/2013    |

(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) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, 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 the 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 disadvantaged business subcontracting goals.

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(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.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan

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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.

(1) 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 \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report

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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-2 ADDED 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013- AUG/2013  
(DEV 2013- 00014)  
00014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

"Historically black colleges and universities," means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count

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toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protege firms which are qualified organizations employing the severely disabled; and
  - (2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.
- (f) The master plan is approved by the Contractor's cognizant contract administration activity.
- (g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
- (h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:
- (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.
  - (ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.
- (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:
- (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.
  - (ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** W56HZV-14-D-0039

**MOD/AMD** P00001

**Name of Offeror or Contractor:** JCB INC.

SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                   | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|--------------------------------|-------------|----------------------------------|-----------------------|
| Attachment 0001                  | HMEE FIELD LEVEL TOOLS - REV 1 | 26-MAR-2014 | 001                              | DATA                  |

| ITEM NAME             | DESCRIPTION     | SUPPLIER CAGE | SUPPLIER P/N | NSN           | QTY |
|-----------------------|-----------------|---------------|--------------|---------------|-----|
| ENGINE LIFTING BEAM   |                 | 0JKF0 / K7599 | 347/21067    | 2510991549956 | 1   |
| POWERTRAIN CART       |                 | 0JKF0         | 892/01245    | 4910016186679 | 1   |
| POWERTRAIN STAND      |                 | 0JKF0         | 347/21071    | 4910016186416 | 1   |
| MANDREL/SLEEVE        | LARGE, PLASTIC  | 0JKF0/K7599   | 892/01021    | 4910991826225 | 1   |
| MANDREL/SLEEVE        | MEDIUM, PLASTIC | 0JKF0/K7599   | 892/01019    | 4910991823103 | 1   |
| MANDREL/SLEEVE        | SMALL, PLASTIC  | 0JKF0/K7599   | 892/01018    | 4910997318648 | 1   |
| INSERTER, BEARING AN  | BUSHING TOOL    | 0JKF0         | 892/01244    | 5120996027612 | 1   |
| MANDREL/INSERTER,SEAL | BLUNT, METAL    | 0JKF0/K7599   | 892/01027    | 5120994232460 | 1   |
| PARK BRAKE ADJ TOOL   |                 | 0JKF0         | 892/01242    | 5120998130570 | 1   |
| SEAL FITTING TOOL     | GLAND SEAL      | 0JKF0/K7599   | 892/00334    | 5120997609968 | 1   |
| TOOL KIT, VEHICULAR   | WHEEL HUB KIT   | 0JKF0/K7599   | 892/01092    | 5180991316041 | 1   |