

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 73	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-D-0066		3. Effective Date 2014APR30		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By U.S. ARMY CONTRACTING COMMAND MICHAEL W. WILSON WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA ATLANTA 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA GA 30080		Code S1103A	

e-mail address: MICHAEL.W.WILSON3@US.ARMY.MIL

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) JCB INC. 2000 BAMFORD BLVD POOLER, GA 31322-9504		8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)	
		9. Discount For Prompt Payment	
Code OJKFO		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Facility Code		To The Address Shown In:	
		Item 12	

11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS-COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		Code HQ0338
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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			
15A. Item No.	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
SEE SCHEDULE					
15G. Total Amount Of Contract →					\$0.00

16. Table Of Contents							
(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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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 TRISH PIERCE TRISH.PIERCE@US.ARMY.MIL (586)282-8128	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2014APR30
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

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Name of Offeror or Contractor: JCB INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MICHAEL W. WILSON
 Buyer Office Symbol/Telephone Number: CCTA-HBF-P/(586)282-3526
 Type of Contract: Firm Fixed Price
 Kind of Contract: System Acquisition Contracts
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: B
 Contract Expiration Date: 2017APR28

*** End of Narrative A0000 ***

	<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 (<https://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 <https://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=w56hzv13r0112

(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.

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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 AFSA 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 and modifications 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 in the base contract or contract modifications, 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-D-0066 is awarded to JCB, 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.

0001-HMEE-I PD, 0002-EPDS, 0003-LMI PCK DATA PRODUCTS, 0004-INCOMING TRANSACTION FORMAT

(d) The contractor's subcontracting plan dated 16 April 2014 is incorporated into the contract by reference.

(e) The following Amendment(s) to the solicitation are incorporated into this contract: 0001, 0002, and 0003.

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

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

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longer acceptable for payment purposes.

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

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

ESTIMATED QUANTITIES

Items	Year 1	Year 2	Year 3	Total
HMEE-1	38	32	20	90
Multi Function Bucket	1	1	1	3
General Purpose Bucket	1	1	1	3
Sandbagger	1	1	76	78
Forklift	50	71	15	136
Sweeper	20	27	2	49
Plow	1	1	1	3
Rock/Ripper Bucket	1	1	1	3
Auger	35	41	76	152
Tamper/Compactor	1	1	1	3
Rock Breaker	1	1	1	3
Arctic Cold Weather Kit	1	1	1	3
Armor B Kit	1	1	1	3

*** END OF NARRATIVE A0001 ***

The following clauses were included in the solicitation, but have been updated upon award to reflect the most recent version:

- 52.204-4016 - WARREN ELECTRONIC CONTRACTING
- 52.204-4003 - START OF WORK MEETING
- 52.209-4020 - ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT
- 52.247-60 - GUARANTEED SHIPPING CHARACTERISTICS
- 252.211-7003 - ITEM UNIQUE IDENTIFICATION AND VALUATION
- 252-225-7012 - PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
- 252-225-7013 - DUTY-FREE ENTRY
- 252.225-7021 - TRADE AGREEMENTS
- 252.227-7014 - RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
- 252.227-7037 - VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA

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252.244-7000 - SUBCONTRACTS FOR COMMERCIAL ITEMS
252.247-7023 - TRANSPORTATION OF SUPPLIES BY SEA
252-204-7000 - DISCLOSURE OF INFORMATION
252-203-7002 - REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.225-7009 - RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS
252.223-7008 - PROHIBITION OF HEXAVALENT CHROMIUM
252.204-7004 - ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT
52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.232-25 PROMPT PAYMENT
52.232-33 PAYMENT BY ELECTRONIC FUNDS-SYSTEM FOR AWARD MANAGEMENT
52.244-6 - SUBCONTRACTS FOR COMMERCIAL ITEMS
52.209-1 - DEFINITIONS
52.204-10 - REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.222-54 - EMPLOYMENT ELIGIBILITY VERIFICATION
52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS
52-209-9 - UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
52.204-13 - SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.211-4017 - PAINTING TEST (OCT 2008)
52.222-19 - CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
252.209-7004 - SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)
52.202-1 - DEFINITIONS (NOV 2013)

The following clauses have been deleted and/or replaced as follows:

252.204-7008 has been replaced with 252.225-7048 - EXPORT-CONTROLLED ITEMS
252.219-7003 has been replaced with 252.219-7003 - SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-00014)
252.232-7006 has been replaced with 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)
52.219-9 has been replaced with 52.219-9 - SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG 2013)
52.203-13 has been replaced with 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.232-99 - PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012), has been deleted and not replaced.
52.217-8 - OPTION TO EXTEND SERVICES, has been deleted and not replaced.
52.246-4 - INSPECTION OF SERVICES-FIXED PRICE (AUG 1996), has been deleted and not replaced.
252.237-7010 - PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONEL (JUN 2013), has been deleted and not replaced.

*** END OF NARRATIVE A0006 ***

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>THIS IS A THREE (3) YEAR FIRM FIXED PRICE (FFP), REQUIREMENTS CONTRACT.</p> <p>*****</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST <u>TWO</u> DIGITS SIGNIFY THE APPLICABLE ORDERING PERIOD AND THE LAST <u>TWO</u> DIGITS SIGNIFY THE ITEM. CLIN 0101 IS FOR THE FIRST ORDERING PERIOD, FIRST ITEM. CLIN 0201 IS FOR THE SECOND ORDERING PERIOD, FIRST ITEM.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE CONTRACT YEAR.</p> <p>(End of narrative A001)</p> <p><u>ORDERING YEAR ONE PRODUCTION</u></p> <p>COMMODITY NAME: HMEE BASE VEHICLE PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 18	EA	\$ 336,548.68000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	<p><u>ORDERING YEAR ONE PRODUCTION</u></p> <p>COMMODITY NAME: HMEE WITH ARMOR B KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 18	EA	\$ 400,936.78000	
0103	<p><u>ORDERING YEAR ONE PRODUCTION</u></p> <p>COMMODITY NAME: HMEE WITH ARCTIC KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 342,107.10000	
0104	<p><u>ORDERING YEAR ONE PRODUCTION</u></p> <p>COMMODITY NAME: HMEE WITH ARMOR & ARCTIC KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 1	EA	\$ 406,873.30000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: MULTI FUNCTION BUCKET PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 1	EA	\$ 7,310.16000	
0106	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: GENERAL PURPOSE BUCKET PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 4,774.82000	

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Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0107	<p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: SANDBAGGER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 12,519.74000																						
0108	<p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: FORKLIFT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1" data-bbox="267 1255 662 1444"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>9</td> <td>\$18,675.02</td> </tr> <tr> <td>10</td> <td>14</td> <td>\$15,879.90</td> </tr> <tr> <td>15</td> <td>19</td> <td>\$14,414.57</td> </tr> <tr> <td>20</td> <td>35</td> <td>\$13,661.64</td> </tr> <tr> <td>36</td> <td>50</td> <td>\$13,285.19</td> </tr> <tr> <td>50</td> <td>1000</td> <td>\$13,041.95</td> </tr> </tbody> </table> <p>The above ranges prices will be in effect for orders placed in ordering year one, which is the date of contract award plus 364 days.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	FROM	TO	UNIT PRICE	5	9	\$18,675.02	10	14	\$15,879.90	15	19	\$14,414.57	20	35	\$13,661.64	36	50	\$13,285.19	50	1000	\$13,041.95	EST 50	EA	See Range Pricing	
FROM	TO	UNIT PRICE																								
5	9	\$18,675.02																								
10	14	\$15,879.90																								
15	19	\$14,414.57																								
20	35	\$13,661.64																								
36	50	\$13,285.19																								
50	1000	\$13,041.95																								

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Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109	<p>FOB POINT: Origin</p> <p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: SWEEPER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 20	EA	\$ 25,187.84000	
0110	<p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: PLOW PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 14,473.24000	
0111	<p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: ROCK RIPPER BUCKET PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 1	EA	\$ 2,967.14000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0112	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: AUGER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 35	EA	\$ 5,298.95000	
0113	<p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: TAMPER / COMPACTOR PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 3,912.94000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0114	<p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: ROCK BREAKER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 10,504.46000	
0115	<p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: ARCTIC COLD WEATHER KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 6,926.02000	
0116	<p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: ARMOR B KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 1	EA	\$ 71,668.76000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR TWO PRODUCTION</u></p> <p>COMMODITY NAME: HMEE BASE VEHICLE PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 12	EA	\$ 337,437.40000	
0202	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR TWO PRODUCTION</u></p> <p>COMMODITY NAME: HMEE WITH ARMOR B KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 18	EA	\$ 404,421.66000	

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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
0203	<p><u>ORDERING YEAR TWO PRODUCTION</u></p> <p>COMMODITY NAME: HMEE WITH ARCTIC KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 343,032.78000	
0204	<p><u>ORDERING YEAR TWO PRODUCTION</u></p> <p>COMMODITY NAME: HMEE WITH ARMOR & ARCTIC KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 410,397.66000	
0205	<p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: MULTI FUNCTION BUCKET PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 1	EA	\$ 7,720.35000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: GENERAL PURPOSE BUCKET PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 1	EA	\$ 5,066.01000	
0207	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: SANDBAGGER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 12,943.03000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0208	<p><u>ORDERING YEAR ONE ATTACHMENTS</u></p> <p>COMMODITY NAME: FORKLIFT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" data-bbox="267 569 657 751"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>9</td> <td>\$19,714.86</td> </tr> <tr> <td>10</td> <td>14</td> <td>\$16,762.28</td> </tr> <tr> <td>15</td> <td>19</td> <td>\$15,216.84</td> </tr> <tr> <td>20</td> <td>35</td> <td>\$14,422.75</td> </tr> <tr> <td>36</td> <td>50</td> <td>\$14,025.72</td> </tr> <tr> <td>50</td> <td>1000</td> <td>\$13,769.18</td> </tr> </tbody> </table> <p>The above range prices will be in effect for orders placed in ordering year two, which is 365 days after contract award through 729 days after contract award.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	FROM	TO	UNIT PRICE	5	9	\$19,714.86	10	14	\$16,762.28	15	19	\$15,216.84	20	35	\$14,422.75	36	50	\$14,025.72	50	1000	\$13,769.18	EST 71	EA	See Range Pricing	
FROM	TO	UNIT PRICE																								
5	9	\$19,714.86																								
10	14	\$16,762.28																								
15	19	\$15,216.84																								
20	35	\$14,422.75																								
36	50	\$14,025.72																								
50	1000	\$13,769.18																								
0209	<p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: SWEEPER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	EST 27	EA	\$ 26,561.97000																						

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210	<p>FOB POINT: Origin</p> <p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: PLOW PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 15,155.93000	
0211	<p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: ROCK RIPPER BUCKET PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 3,238.26000	
0212	<p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: AUGER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 41	EA	\$ 5,653.17000	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0213	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: TAMPER / COMPACTOR PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 1	EA	\$ 4,048.24000	
0214	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: ROCK BREAKER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 10,867.59000	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0215	<p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: ARCTIC COLD WEATHER KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 7,288.35000	
0216	<p><u>ORDERING YEAR TWO ATTACHMENTS</u></p> <p>COMMODITY NAME: ARMOR B KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 75,507.49000	
0301	<p><u>ORDERING YEAR THREE PRODUCTION</u></p> <p>COMMODITY NAME: HMEE BASE VEHICLE PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 6	EA	\$ 347,642.54000	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR THREE PRODUCTION</u></p> <p>COMMODITY NAME: HMEE WITH ARMOR B KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 12	EA	\$ 418,299.38000	
0303	<p><u>ORDERING YEAR THREE PRODUCTION</u></p> <p>COMMODITY NAME: HMEE WITH ARCTIC KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 353,389.79000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304	<p><u>ORDERING YEAR THREE PRODUCTION</u></p> <p>COMMODITY NAME: HMEE WITH ARMOR & ARCTIC KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 424,437.59000	
0305	<p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: MULTI FUNCTION BUCKET PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 8,185.51000	
0306	<p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: GENERAL PURPOSE BUCKET PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 1	EA	\$ 5,356.83000	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0307	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: SANDBAGGER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 76	EA	\$ 13,336.12000																						
0308	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: FORKLIFT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1" data-bbox="272 1577 659 1759"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>9</td> <td>\$20,721.00</td> </tr> <tr> <td>10</td> <td>14</td> <td>\$17,615.76</td> </tr> <tr> <td>15</td> <td>19</td> <td>\$15,993.04</td> </tr> <tr> <td>20</td> <td>35</td> <td>\$15,159.25</td> </tr> <tr> <td>36</td> <td>50</td> <td>\$14,742.39</td> </tr> <tr> <td>50</td> <td>1000</td> <td>\$14,472.99</td> </tr> </tbody> </table> <p>The above range prices will be in effect for orders placed in ordering year three, which is 730 days after contract award through 1094 days after contract award.</p> <p>(End of narrative B001)</p>	FROM	TO	UNIT PRICE	5	9	\$20,721.00	10	14	\$17,615.76	15	19	\$15,993.04	20	35	\$15,159.25	36	50	\$14,742.39	50	1000	\$14,472.99	EST 15	EA	See Range Pricing	
FROM	TO	UNIT PRICE																								
5	9	\$20,721.00																								
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50	1000	\$14,472.99																								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0309	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: SWEEPER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 2	EA	\$ 28,138.66000	
0310	<p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: PLOW PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	EST 1	EA	\$ 15,784.97000	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0311	<p>FOB POINT: Origin</p> <p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: ROCK RIPPER BUCKET PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 3,460.80000	
0312	<p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: AUGER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 76	EA	\$ 6,001.46000	
0313	<p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: TAMPER / COMPACTOR PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p>	EST 1	EA	\$ 4,169.68000	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0066 MOD/AMD

Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0314	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: ROCK BREAKER PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 11,193.61000	
0315	<p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: ARCTIC COLD WEATHER KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 7,637.06000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0316	<p><u>ORDERING YEAR THREE ATTACHMENTS</u></p> <p>COMMODITY NAME: ARMOR B KIT PSC: 2420 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ 79,032.74000	
9000	<p><u>DATA ITEMS</u></p>				
A001	<p><u>MEETING MINUTES</u></p> <p>COMMODITY NAME: REFERENCE C.4.2 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p>			\$ ** NSP **	\$ ** NSP **
A002	<p><u>ENGINEERING CHANGE PROPOSALS (ECP)</u></p> <p>COMMODITY NAME: REFERENCE C.5.2 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u></p>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor: JCB INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p> <p><u>HARDWARE CONFIGURATION REPORT</u></p> <p>COMMODITY NAME: REFERENCE C.5.2.3 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>
A004	<p><u>PACKAGING DATA PRODUCTS</u></p> <p>COMMODITY NAME: REFERENCE C.6.2(A) CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>
A005	<p><u>SPECIAL PACKAGING INSTRUCTIONS</u></p> <p>COMMODITY NAME: REFERENCE C.6.2(B) CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A006	<p><u>SPECIAL PACKAGING INSTRUCTIONS</u></p> <p>COMMODITY NAME: REFERENCE C.6.2(C) CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p>			\$ ** NSP **	\$ ** NSP **
A007	<p><u>EQUIPMENT PRESERVATION DATA SHEET</u></p> <p>COMMODITY NAME: REFERENCE C.6.3 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CDRL A008 HAS BEEN DELETED FROM THIS REQUIREMENT.</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>FOB POINT:</p>			\$ ** NSP **	\$ ** NSP **
A009	<p><u>WARRANTY REPORT</u></p> <p>COMMODITY NAME: REFERENCE C.10.2 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>			\$ ** NSP **	\$ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination ACCEPTANCE: Destination FOB POINT:				

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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 five days after the meeting is held.

[End of Clause]

C-2	52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	OCT/2013
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All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 180 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 10 calendar days after completion of training AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

C-3	52.209-4022 (TACOM)	iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 180 calendar days of contract award and within 60 calendar days of new employees commencing performance, with the results reported to the COR no later than 10 calendar days after contract award.

(End of Clause)

C-4	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	JUL/2012
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The following Xd item applies to this solicitation:

[X] 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

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

N/A

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.

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d. 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/](http://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.

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](http://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](http://www.fbo.gov) - on the right is User Guides - click on Vendor.

[End of clause]

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

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

(End of Clause)

C.1 END ITEMS

The U.S. military requires a High Mobility Engineer Excavator, referred to as a HMEE Type I (HMEE-I). The HMEE-I is a vehicle with the capability to dig material and load material into a military vehicle, perform precision excavation, travel at convoy speeds of 40 mph and is air transportable. The HMEE-I must be capable of operating on and off road. The HMEE-I shall be built in these configurations:

- Production Vehicle without Armor B-Kit or Arctic Kit
- Production Vehicle with Armor B-Kit (installed)
- Production Vehicle with Arctic Kit (installed)
- Production Vehicle with Armor B-Kit and Arctic Kit (installed)

These configurations and all vehicular attachments below shall be built to meet the Government's requirements in accordance with Attachment 0001 - Purchase Description.

- Multi Function Bucket
- General Purpose Bucket
- Sandbagger
- Forklift
- Sweeper

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Plow
Backhoe
Rock/Ripper Bucket
Auger
Tampers/Compactor
Rock Breaker
Arctic Cold Weather Kit (Uninstalled)
Armor B-Kit (Uninstalled)

C.2 THE CONTRACTOR SHALL OVER PACK THE FOLLOWING ITEMS WITH EACH VEHICLE:

C.2.1. Basic Issue Items (BII) are listed in Attachment 0002- COEI & BII Lists and shall be separately packaged and stored for transportation.

C.2.2. Component End Items (COEI) are listed in Attachment 0002 COEI & BII Lists and shall be separately packaged and stored for transportation

C.2.3 The contractor shall overpack an Initial Service Package (ISP) with each vehicle so the Government can properly maintain the vehicle. The ISP shall consist of all service parts and items required to meet warranty service requirements and perform the first scheduled maintenance. The contractor shall mark each item with the nomenclature and part number to ensure the correct application.

C.2.4 The contractor shall overpack one Operator's Manual with each vehicle.

C.3 DATA REQUIREMENTS

C.3.1. All data items appear in Section C. The contractor shall prepare each data submittal as described in the Data Item Descriptions (DID) and the Contract Data Requirements List (CDRL).

C.3.2. Data Items shall be submitted in English

C.3.3. The contractor shall send the data submittals via e-mail.

C.4 MEETINGS (CDRL A001)

C.4.1 Start of Work (SOW) Meeting. The contractor shall attend a one day Start of Work meeting in Warren, MI, hosted by the Government, within 30 days after contract award. The purpose of this conference is to review the statement of work and the program schedule to assure a mutual understanding of the requirements. The Government and contractor will agree to the date of the start of work conference and the agenda not later than 15 days after contract award.

C.4.2 Integrated Product Team (IPT). Joint Government and contractor IPTs shall be formed and shall consist of individuals with the expertise for coordinating and monitoring schedules, associated costs and contract performance. The first IPT will be held concurrently with the Start of Work meeting; subsequent IPTs shall be conducted via teleconference once every three months unless canceled by the Government. When meetings are at the Contractor's facility, the Contractor shall ensure the following are available for the Government's use: production or other required versions of the HMEE Type I needed for viewing; technical, logistics or other documentation (including drawings, computer data bases, publications, and other data); and computer resources. The contractor shall prepare minutes in accordance with (IAW) CDRL A001-Meeting Minutes.

C.5 Configuration Management (CDRLs A002 & A003)

C.5.1 Configuration Baseline. The contractor shall be responsible for maintaining configuration control of the products delivered under this contract. This baseline shall identify and formally document the functional and physical characteristics of the HMEE-I. The documentation shall be made available for Government review upon request following establishment of the baseline.

C.5.2 Engineering Changes - Contractor Initiated. The contractor shall submit requests for Government approval of changes to the configuration baseline to the Procuring Contracting Officer (PCO) at least 60 calendar days before the proposed application date. The request for change shall include the information on CDRL A002-Engineering Change Proposals (ECPs).

C.5.2.1 Government Review

The Government may require the contractor to perform additional tests to verify acceptability of any proposed change. The contractor shall perform the tests at no additional cost to the Government. Further, any production or delivery delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in FAR clause 52.248-8 Default Fixed Price Supply and Service.

C.5.2.2 Responsibility for Data

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Within 90 calendar days of any configuration change, the contractor shall submit, at no cost to the Government, revisions to all affected contractual data deliverables.

C.5.2.3 Configuration Change Report

The contractor shall maintain a record of configuration changes and shall submit a report summarizing all changes (whether or not change affects form, fit or function) made to date in accordance with CDRL A003-Hardware Configuration Report.

C.5.2.4 Responsibility for the Cost of Changes

The responsibility for the cost of changes is as follows:

- a. This is a firm-fixed-price contract. There will be no price increases as a result of a contractor initiated configuration change.
- b. The Government is not responsible for additional testing or software costs associated with any contractor initiated configuration change.
- c. When a change results in reduced contractor costs, the Government may, at the sole discretion of the PCO, require an equitable downward adjustment to the contract price.
- d. The Government is not liable for any costs the contractor may incur, due to delay in contract performance, as a result of any of the contractor's requests for change.

C.5.3 Engineering Changes Government Initiated

In the event the Government desires a change to the end item configuration, the PCO will request, in writing, a proposal from the contractor.

C.5.4 Definitions

The following are definitions of Form, Fit, and Function:

Form: The item fits and functions in the same way as the item it replaces (interchangeable, substitutable) and may include components that are of different materials than the replaced components, but do not affect fit or function (interchangeable, substitutable). Replacement, repair, service or maintenance of the item is exactly the same as the item it replaces.

Fit: Item goes onto, into or is attached, to the equipment exactly as the item it replaces. No difference in mounting, interface or operation between replaced and replacing parts. There is an exact fit match.

Function: Item operates exactly as the item it replaces, with no functional difference between the old, replaced item and the new, replacing item. When appropriate, the replacing item shall be inspected, replaced, repaired or otherwise maintained in exactly the same method as the item it replaces.

C.6 PACKAGING DEVELOPMENT: The following paragraphs pertain only to ECPs submitted under this contract.

C.6.1 The contractor shall assess changes to engineering and logistic data for impact on packaging data, and shall provide packaging impact statements with engineering changes. For each change, the contractor shall determine if additional items require packaging data and if existing packaging data requires revision. If an ECP configuration change warrants a change that would impact the current packaging, then the packaging data shall be amended accordingly. To maintain the Equipment Preservations Data Sheet (EPDS), the contractor shall provide revision(s) for each approved design change affecting vehicle shipment configuration, weight, and transportability.

C.6.2 The contractor shall, for items pertaining to the HMEE-I, develop and provide packaging data for all TACOM managed provisioned items (i.e., "P" coded items other than "PR" or "PZ"), logistics data for non-TACOM managed items, and maintain and update packaging data for each provisioned item. The contractor shall assess changes to engineering and logistic data for impact on packaging data, and shall provide packaging impact statements with engineering changes. The contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. The contractor shall include information for each of the items, which shall be provided concurrently with each packaging data submittal, so that the Government can determine the adequacy of the contractor prepared packaging analysis and data submittal. This consists of item drawings and data such as: Source, Maintenance, and Recoverability codes, Unit of Issue codes, Unit of Measure and Measurement Quantity, and copies of any applicable Material Safety Data Sheets.

- a. Packaging/Logistics Data Entry. The Contractor shall develop, maintain and update packaging data IAW DI-ALSS-81529, Attachment 0003-LMI Data Worksheet-Packaging Data Requirements, Attachment 0004 (LMI Packaging Data Transaction Format), and CDRL A004-Packaging Data Products. LMI data is required IAW MIL-PRF- 49506 and will provide for the entry of information to the computer data base known as the

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TACOM Packaging Data File. The TACOM approved Packaging Data Entry shall be submitted electronically IAW CDRL A004 in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required.

b. Special Packaging Instructions (SPI). The Contractor shall develop a SPI for each TACOM managed item. The TACOM managed items are expected to be mainly, but not exclusively, comprised of reparable items, and would include items such as those being considered as National Maintenance Work Requirement (NMWR) candidate items. Packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. The format and content of SPI shall be IAW DI-PACK-80121B and CDRL A005-SPI.

c. Validation Testing of Preservation Processing and Packaging. The Contractor shall validate packaging for each item IAW appendix F of MIL-STD-2073-1D (Standard Practice for Military Packaging), DI-MISC-80711A, and CDRL A006-Packaging Test Reports. The test report shall be provided concurrently with the SPI submittal, and shall include photographic records of package and testing.

C.6.3 Equipment Preservation Data Sheet. (CDRL A007)

a. The contractor shall develop and submit Shipment and Storage Instructions processing as described in MIL-STD-3003. When the data is finalized and approved, the contractor shall incorporate the data into the appropriate technical manual. The contractor shall provide instructions for drive-on/drive-off shipment, and for temporary outside storage of up to 90 days such that exercising or maintenance would not need to be conducted (Level B), and for up to 2 years outside storage (Level A). The contractor shall consider disassembly procedures to meet clearance requirements for land, air, and sea shipment and to assure economical transportations. Packaging Requirements for Basic Issue Items (BII), Components of End Item (COEI), Initial Service Package (ISP), and kits required to be packaged that are shipped with the vehicle, shall be developed by the contractor. The contractor shall designate stowage locations and securement provisions. Stowage provisions shall not interfere with lifting, tie down or other transportation handling. To maintain the Equipment Preservations Data Sheet (EPDS), the contractor shall provide revision(s) for each approved design change affecting vehicle shipment configuration, weight, and transportability. The format and content of CDRL A007-EPDS shall be in accordance with DI-PACK-81581.

b. The contractor shall validate only the level B procedures in the EPDS and shall submit a cost proposal to validate the Level A procedures when requested by the Government. Validation for EPDS procedures shall verify the adequacy of the preservation, packaging, packing and stowage of BII/COEI, the preservation procedures for shipment and storage, and the exercising requirements of vehicles in storage for six or more months. The Government will verify and witness the contractor validation.

C.7 VEHICLE HAND-OFF

C.7.1 The contractor shall activate the vehicle warranty at time of Government receipt FOB ORIGIN.

C.7.2 The contractor, upon award of a delivery order, shall be responsible to deprocess equipment deliverable under this contract to each gaining unit. When not directed by delivery order to deprocess the equipment to the gaining unit, the Government fielding team will be responsible for deprocessing. The contractor shall:

a. Re-assemble the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly shall be the contractor's responsibility.

b. Inventory of any material shipped with the vehicle, e.g., technical publications, special tools, initial service packages. (The inventory may be done concurrently with the unit's inventory.)

c. Provide one-hour familiarization to 6 -8 people from the receiving unit on first machine delivered so they can safely move the vehicle until full training is conducted. Familiarization includes operator start-up, operating and shut down procedures, safe operations, and daily and weekly service locations and checks.

d. Notification of the warranty, which includes discussing with the unit the terms and details of warranty administration, and pointing out the warranty information included in the TMs.

C.7.2.1 If travel is required by the contractor, travel costs will be negotiated no later than 30 days in advance of a delivery order calling out deprocessing, on a firm-fixed-price basis and in accordance with Joint Travel Regulations (JTR) prior to delivery order award.

C.8 EQUIPMENT CONTROL RECORD (DA FORM 2408-9)

The contractor shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle it delivers. The contractor shall prepare the form in accordance with the instructions in paragraph 5-7 c (3) Acceptance and registration of DA PAM 750-8, dated 25 Feb 05, to report acceptance of the HMEE-I into the U.S. Army inventory. The contractor shall have the Defense Contract Management Command (DCMC) Quality Assurance Representative (QAR) complete blocks 22 and 23 as the person accepting the item into the Army inventory. After the DCMC QAR completes blocks 22 and 23, the contractor shall distribute the DA Form 2408-9 as follows:

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a. Submit the control copy (copy # 1) within five working days to:

Director
U.S. Army Materiel Command's Logistic Support Activity
ATTN: AMXLS-MR
Redstone Arsenal, AL 35898-7466

b. Submit the National maintenance Point (NMP) copy (copy #2) within five working days to: Commander
U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-LC-CJCB, MS326
6501 East 11 Mile Rd. Warren, MI 48397-5000

a. Place Log Book copy (copy # 3) in a dry, protected location, secured in the operator station, and shipped with each vehicle.

C.9. RESERVED

C.10 WARRANTY

C.10.1 Commercial Warranty Requirement. The Contractor shall include a copy of any applicable standard commercial warranty, with applicable pass through warranties, inside each HMEE I delivered to the Government. The warranty period shall commence on the date of Government receipt as specified in the delivery order.

C.10.1.1 The Commercial Warranty shall cover Engineering Change Proposals (ECPs) that are added to the base configuration of the vehicle.

C.10.2 Warranty Report. The Contractor shall submit a report reflecting all of the warranty claims processed on each vehicle within the appropriate reporting period in accordance with CDRL A009-Warranty Report.

*** END OF NARRATIVE C0002 ***

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SECTION D - PACKAGING AND MARKING

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

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

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

[End of Clause]

SECTION D

PACKAGING AND MARKING.

D.3 Preservation and Packaging.

D.3.1 The HMEE shall be processed to Level B protection, as defined in MIL-STD-3003, in accordance with CDRL A007 - Equipment Preservation Data Sheet which shall have been developed by the Contractor and submitted to and approved by TACOM prior to shipping, and prior to "shipping in place". The HMEE shall be processed for drive-on-drive-off shipment and temporary outside storage, and shall provide protection for periods not to exceed 90 days during which no exercising or maintenance of the vehicle is conducted. All self-propelled vehicles and mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49, for truck and rail transport, International Maritime Dangerous Goods Code, for vessel transport, and AFJMAN 24-204 for military air. All components removed from the vehicle for reduction of cube, any accessories, basic issue items, and manuals shall be preserved, packaged, packed in accordance with processing requirements of MIL-STD-3003 and marked in accordance with MIL-STD-129P.

D.3.2 All software and technical data required to be delivered under this contract and all spare and repair parts, tools and supplies, and support parts being delivered under this contract shall be packaged in accordance with standard commercial practices to deter theft and assure safe arrival at destination without damage to contents.

D.3.3 B-kit Packaging:

The Armor B-kit shall be packaged to Military Preservation/Level A packing in accordance with the Special Packaging Instruction, part number 347/00560, dated 5/9/2010, available at <https://www.tacom.army.mil/ilsc/tdps/phst/SPI/06/76/32.pdf>

D.3.3 Heat Treatment of Wood Packaging Materials shall be done in accordance with Clause 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS.

D.4 Marking.

D.4.1 The HMEE, processed in accordance with paragraph D.3.1 above, shall be marked in accordance with CDRL A007 Equipment Preservation Data Sheets and MIL-STD-129.

D.4.2 B-kit Marking:

The Armor B kit, packaged in accordance with D.3.3 above, shall be marked in accordance with MIL-STD-129, and the approved Special Packaging Instruction, <https://www.tacom.army.mil/ilsc/tdps/phst/SPI/06/76/32.pdf>.

D.4.2 Software and technical data shall be marked with the name and address of the consignor, consignee and contract number.

D.4.3 Marking of Wood Packaging Materials shall be done in accordance with Clause 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS.

*** END OF NARRATIVE D0001 ***

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Name of Offeror or Contractor: JCB 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	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	JAN/2009

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

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

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

[XX] ISO 9001:2008 (untailored) or comparable quality system

[] ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2008, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

_JCB PRODUCTION QUALITY SYSTEM_____

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

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

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

[End of Clause]

E-4	52.211-4017 (TACOM)	REQUIREMENTS FOR PRETREATMENTS AND CHEMICAL AGENT RESISTANT COATINGS LOCAL WARREN - PAINTED MATERIEL	MAR/2014
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(a) Scope

(1) This clause applies to contracts requiring Chemical Conversion Coatings and Pretreatments for Metallic Substrates, Chemical Agent Resistant Coating (CARC), and their related materials. The requirements in this clause clarify and supplement those in the contract, unless nullified elsewhere in the contract or through an approved Request for Deviation.

(2) Coating qualification, spot paint repair, and MIL-DTL-16232 Phosphate Coating, Heavy, Manganese or Zinc Base coatings are not within the scope of this clause.

(b) Definitions

(1) The contracting agency, appropriate agency, procuring authority, engineering authority, procuring agency, and procuring activity is the PCO or designee.

(2) The prime contractor is the company awarded this contract, and the subcontractors comprise all companies involved in providing coated parts to the prime contractor, including companies that apply the coatings.

(c) General Requirements Clarifications

(1) The government retains the right for onsite verification of the prime contractors and its subcontractors products, processes, procedures, and test reports.

(2) The prime contractor shall be responsible for itself and its subcontractors to produce and maintain detailed process control plans, process control data, pre-production approval testing, ongoing quality control & quality control testing, and test reports.

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This information shall be available upon government request.

(3) The prime contractor shall immediately notify the PCO and the Defense Contract Management Agency (DCMA) of any failure to meet preproduction and production requirements.

(4) Each cleaning method shall be treated as a separate step in the process documentation.

(5) The Gage Repeatability and Reproducibility (Gage R&R) error shall be less than 30 percent for all process and product measurement systems.

(6) Products with hexavalent chromium, including but not limited to certain fastener finishes, shall not be used. Additionally, CARC topcoats containing siliceous additives to control gloss are prohibited.

(7) CARC primer and CARC topcoat shall not be applied directly to bare metal or plastic, except as provided for in MIL-DTL-53072.

(8) If the contract specifies application of CARC materials over a non-CARC coating, then both CARC primer and CARC topcoat are required. The complete coating system shall meet the requirements for CARC defined in TT-C-490.

(9) Neutral salt spray (NSS) testing shall not be used to validate compliance with materiel life cycle requirements; NSS is a production quality test and does not predict field performance.

(d) Pre-Production Approval Clarifications

(1) Pre-production testing shall include:

(i) Thickness of each layer of the coating system;

(ii) Coating system adhesion;

(iii) Salt spray performance; and

(iv) For phosphate pretreatments, the phosphate coating weight, crystal size and shape, and scanning electron microscope photos of the phosphate coatings at 500x and 1000x magnification.

(2) Pre-production test samples shall be from the material used for production parts, pieces cut from production representative parts, or production representative parts. Standardized test coupons shall not be used.

(3) Nine samples shall be produced for the required testing and shall include: three cleaned and pretreated test samples, three samples with the complete paint system and, depending on the CARC paint system, either three samples with pretreatment plus primer or three samples with metal-rich primer plus primer.

(4) One or more ISO 17025 laboratories shall conduct pre-production testing on the nine test samples in accordance with (IAW) the applicable test method accreditations. The applicable ISO 17025 test method accreditations include ASTM B117 Salt Spray, ASTM B244 Thickness of Non-Conductive Coatings on Non-Magnetic Metals, ASTM B487 Measurement of Metal and Oxide Coating Thickness, ASTM B499 Thickness of Non-Conductive Coatings on Magnetic Metals, and ASTM D3359 Measuring Adhesion by Tape Test.

(5) Unless required elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.

(6) Test procedures shall be submitted IAW the Contract Data Requirements List (CDRL) DI-NDTI-80603 documenting Pretreatment and Chemical Agent Resistant Coating procedures when this CDRL is included in the contract.

(7) Test reports from the ISO 17025 accredited labs shall be submitted for Pretreatment and Chemical Agent Resistant Coating testing specified in paragraph (d)(4) of this clause IAW the Contract Data Requirements List (CDRL) DI-NDTI-80809 when this CDRL is included in the contract.

(e) Production Testing Clarifications

(1) At a minimum, ongoing production quality tests shall be conducted and recorded daily for coating adhesion and coating thickness, and monthly for salt spray testing. Use of ISO accredited laboratories is optional for these ongoing tests of production parts.

(2) Production parts or pieces cut from production parts shall be used for ongoing production quality testing. Standardized test coupons shall not be used.

(3) Unless specified elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.

(End of Clause)

E-5 52.211-4029 INTERCHANGEABILITY OF COMPONENTS
(TACOM)

MAY/1994

(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.

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[End of clause]

E-6 52.242-4008 ROUTING OF SPECIAL PROCESS APPROVALS DEC/2005

(a) The Technical Data Package for this contract contains one or more of the following specifications:

MIL-DTL-16232 Phosphate Coating, Heavy, Manganese or Zinc Base

TT-C-490 Chemical Conversion Coatings and Pretreatment for Ferrous Surfaces (Base for Organic Coatings)

MIL-W-12332 Welding Resistance, Spot: Weldable Aluminum Alloys

MIL-W-45210 Welding Resistance, Spot: Weldable Aluminum Alloys

*Drawing 12479550 Ground Combat Vehicle Welding Code - Steel

*Drawing 12472301 Ground Combat Vehicle Welding Code - Aluminum

* If these drawings are not available with your procurement package, you are referred to the TACOM Procurement Network for access to the documents at the following website address: http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm

(b) The specifications listed in paragraph 1 may require you to get approval from the Government prior to production for one or more special processes involved in producing the item. The following shall apply, unless stated elsewhere in the contract:

(1) You shall prepare the written procedures as the specification requires.

(2) Procedures requiring Government approval shall be routed to the Administrative Contracting Officer (ACO) for review and approval. If the ACO is unable to perform a review, the ACO shall forward the procedure to the Procuring Contracting Officer (PCO) for assistance in the review and approval process. The correct address for the PCO is on the face page of this contract.

(3) You shall cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

(4) The DCMA will provide a copy of their approval/rejection notices to the PCO.

(5) DCMA is required to qualify the processes of the major coating subcontractors used by the prime contractors.

[End of Clause]

E-7 52.246-4019 VISUAL INSPECTION CRITERIA FOR WELDMENTS DEC/2005

(a) Application: Ground Combat Vehicle Welding Code - Steel, Drawing Number 12479550. For this procurement, this weld code supercedes the following welding codes: MIL-STD 248, MIL-STD-2219, and ANSI/AWS D1.1.

(b) Application: Ground Combat Vehicle Welding Code - Aluminum, Drawing Number 12472301. For this procurement, this weld code supercedes the following welding codes: MIL-STD-2219, DRAWING 12309000, and ANSI/AWS D1.2.

(c) To access the following weld codes, please see the TACOM Procurement Network at http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm

Ground Combat Vehicle Welding Code Steel, Drawing 12479550

Ground Combat Vehicle Welding Code Aluminum, Drawing 12472301

[End of Clause]

E-8 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.

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INSPECTION POINT:

JCB Inc CAGE: 0JKF0

2000 Bamford, Pooler, GA 31322

ACCEPTANCE POINT:

JCB Inc CAGE: 0JKF0

2000 Bamford, Pooler, GA 31322

****ARMOR B-KIT (UNINSTALLED) ONLY****

INSPECTION POINT:

AD Incorporated of Milwaukee CAGE: 3VWB4

1871 Stillman Drive, Oshkosh, WI 54901

ACCEPTANCE POINT:

AD Incorporated of Milwaukee CAGE: 3VWB4

1871 Stillman Drive, Oshkosh, WI 54901

[End of Clause]

E-9 52.246-4048 DRAWINGS FOR INSPECTION
(TACOM)

NOV/2012

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

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

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-8	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-9	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.

"Government's 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>.

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

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

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

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

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

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

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

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

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

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

"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_____

(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
____N/A_____	____N/A_____

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(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 NONE.

(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 NONE.

(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).**
- (11) Description.

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** 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 -7-, 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-10 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS 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 deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE - ***APPLICABLE TO HMEE-I PRODUCTION UNITS ONLY***:

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

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 180 days after delivery order date.

(iii) You will deliver six (6) units every thirty days.

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

GOVERNMENT REQUIRED DELIVERY SCHEDULE - ***APPLICABLE TO HMEE ATTACHMENTS ONLY***:

REQUIRED DELIVERY SCHEDULE

NOUN	DAYS AFTER AWARD	QTY EVERY 30 DAYS
Multi Function Bucket	120	7

Name of Offeror or Contractor: JCB INC.

General Purpose Bucket	120	7
Sandbagger	120	7
Forklift	180	7
Sweeper	180	7
Plow	120	7
Rock/Ripper Bucket	120	7
Auger	180	7
Tamper/Compactor	120	7
Rock Breaker	120	7
Artic Cold Weather Kit	180	7
Armor B Kit (Uninstalled)	180	7

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

(d) Accelerated delivery schedule is not acceptable, unless directed by the PCO.

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

[End of clause]

F-11 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS APR/2014
(WARREN)

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

(1) To be completed by the offeror:

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

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

(End of Clause)

*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

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

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

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

(End of TACOM clause clarifying language)

F-12 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
 (TACOM)

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

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

(b) The Contractor will request:

(1) Government Bills of Lading and

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

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

[End of Clause]

F-13 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
 (TACOM)

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

Offeror represents that:

(1) Facilities for shipping by rail

[] are
 [XX] are not

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

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is: CSX 2351 Tremont Rd, Savannah GA 31405

 (NAME)

 (LOCATION)

(3) Facilities for shipping by water

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[] are
[XX] are not

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

(4) Facilities for shipping by motor

[XX] are
[] are not

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

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

RAIL: \$150.00 /Unit MOTOR: /Unit WATER: \$150.00 /Unit

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

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

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

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

[End of Clause]

F-14 52.247-4011 FOB POINT SEP/1978
(TACOM)

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

(1) Contractor's Plant: Pooler GA 31322 Chatham
(City) (State) (ZIP) (County)

ARMOR B-KIT (UNINSTALLED) ONLY

(2) Subcontractor's Plant: Oshkosh WI 54901 Winnebago
(City) (State) (ZIP) (County)

[End of Clause]

F-15 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
(TACOM) ADDRESSES

Table with 5 columns: Rail/Motor, Address Code, Rail Ship To, Motor Ship To, Parcel Post Mail To. Rows include transportation officer addresses in Susquehanna, PA.

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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]

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(a) Definitions. As used in this clause--

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

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

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

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

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

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

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

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

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

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

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

Combo

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

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See Schedule
Issue By DoDAAC	See Schedule
Admin DoDAAC	See Schedule
Inspect By DoDAAC	See Schedule
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	See Schedule
Service Acceptor (DoDAAC)	See Schedule
Accept at Other DoDAAC	See Schedule
LPO DoDAAC	See Schedule
DCAA Auditor DoDAAC	See Schedule
Other DoDAAC(s)	See Schedule

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

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

patricia.pierce3.civ@mail.mil

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

N/A

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

(End of clause)

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

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

[End of Clause]

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

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following course information will be provided to the contractor as Government Furnished Information:

- Operator and Operator Maintenance
- Operator and Operator Maintenance with armor
- Field Level Maintenance
- Field Level Maintenance with armor

*** END OF NARRATIVE H0001 ***

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

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

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

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
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.1 Requirement For Warranty

The contractor shall provide any applicable standard commercial warranty with applicable pass through warranties. The warranty will be incorporated in the contract at Attachment 0011- Contractors Commercial Warranty.

*** END OF NARRATIVE H0002 ***

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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	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-20	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-21	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-23	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-27	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-33	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-35	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-36	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-37	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-38	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-39	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-46	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-47	52.232-1	PAYMENTS	APR/1984
I-48	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-49	52.232-11	EXTRAS	APR/1984
I-50	52.232-17	INTEREST	OCT/2010
I-51	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-52	52.232-25	PROMPT PAYMENT	JUL/2013
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-54	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-55	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-56	52.233-1	DISPUTES	JUL/2002
I-57	52.233-3	PROTEST AFTER AWARD	AUG/1996

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I-58	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-59	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-60	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-61	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-62	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-63	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-64	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-65	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-66	52.248-1	VALUE ENGINEERING	OCT/2010
I-67	52.248-1	VALUE ENGINEERING (OCT 2010) -- ALTERNATE I (APR 1984)	APR/1984
I-68	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-69	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-70	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-72	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-73	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-74	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-75	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-76	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-78	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-79	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-80	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-81	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
I-82	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-83	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-84	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-85	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-86	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-87	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-88	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-89	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-90	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-91	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-92	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-93	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-94	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-95	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-96	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-97	252.225-7021	TRADE AGREEMENTS	OCT/2013
I-98	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-99	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-100	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-101	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-102	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-103	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-104	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-105	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-106	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-107	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-108	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-109	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-110	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-111	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-112	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012

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I-113	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-114	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-115	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-116	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-117	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-118	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-119	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-120	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 200;

(2) Any order for a combination of items in excess of 200; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-121	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activitys requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after contract expiration.

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(End of Clause)

I-122 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting the DCMA office identified on page one of this document.

(End of Clause)

I-123 252.203-7004 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.

(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-124 252.216-7006 ORDERING MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of award through three years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-125 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

APR/2010

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

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(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

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(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-126

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.

(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)

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Name of Offeror or Contractor: JCB INC.

I-127 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, [XX] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-128 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014)

AUG/2013

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

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(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.

(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.

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(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;

(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.

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(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;

(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;

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(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 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

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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 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.

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(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-129 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

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

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

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

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

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

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

(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;

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(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-130 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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

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

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

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

Warning

Contains (or manufactured with, if applicable) * _____ NONE _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

(End of Clause)

I-131 52.230-2 COST ACCOUNTING STANDARDS

MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost

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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 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)

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

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(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 _____	_____
_____ NONE _____	_____
_____ 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-136 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

I-137 52.216-4021 REQUIREMENTS DEFINITION JUN/2005
(TACOM)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-D-0066 MOD/AMD	Page 72 of 73
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Name of Offeror or Contractor: JCB INC.

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

I-138 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]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 73 of 73**

PIIN/SIIN W56HZV-14-D-0066

MOD/AMD

Name of Offeror or Contractor: JCB INC.

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	CONTRACT DATA REQUIREMENTS LIST (REVISED)	24-APR-2014	008	DATA
Attachment 0001	HMEE-I PD	13-FEB-2013	053	DATA
Attachment 0002	EPDS	13-FEB-2013	014	DATA
Attachment 0003	LMI PCK DATA PRODUCTS	13-FEB-2013	003	DATA
Attachment 0004	INCOMING TRANSACTION FORMAT	13-FEB-2013	002	DATA
Attachment 0005	JCB APPROVED SMALL BUSINESS SUBCONTRACTING PLAN	16-APR-2014	017	EMAIL
Attachment 0006	DELETED By AMD 0002			
Attachment 0007	DELETED By AMD 0002			
Attachment 0008	DELETED By AMD 0002			
Attachment 0009	DELETED By AMD 0002			

Exhibit A consists of the following CDRLs:

CDRL A001 - CONFERENCE MINUTES
CDRL A002 - ENGINEERING CHANGE PROPOSAL (ECP)
CDRL A003 - CONFIGURATION STATUS ACCOUNTING INFORMATION
CDRL A004 - LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS
CDRL A005 - SPECIAL PACKAGING INSTRUCTIONS (SPI)
CDRL A006 - SCIENTIFIC and TECHNICAL REPORTS
CDRL A007 - EQUIPMENT PRESERVATION DATA SHEETS
CDRL A009 - WARRANTY PERFORMANCE REPORT

*** END OF NARRATIVE J0001 ***

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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 this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 9000 B. EXHIBIT: A C. CATEGORY: Other
D. SYSTEM/ITEM: High Mobility Engineer Excavator E. CONTRACT/PR NO.: W56HZV-13-R-0112 F. CONTRACTOR: JCB

1. DATA ITEM NO. A001 2. TITLE OF DATA ITEM: Conference Minutes
3. SUBTITLE: Meeting Minutes 4. AUTHORITY (Dt of Acq Document No.) DI-ADMN-81250A
5. CONTRACT REFERENCE: C.4.2 6. REQUIRING OFFICE: PM-CE/MHE
7. DD250 REQ: LT 8. APP CODE: A
9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As Required
11. AS OF DATE: As Required 12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS.SUB: See Block 16
14. DISTRIBUTION

A. ADDRESSEES	B. COPIES:	DRAFT	REPRO
SAM			1
APM			1

15. TOTAL: 2

16. REMARKS:

BLOCKS 12 & 13: THE CONTRACTOR SHALL DELIVER DRAFT MEETING MINUTES FOR GOVERNMENT APPROVAL WITHIN FIVE WORKING DAYS AFTER EACH MEETING WITH THE GOVERNMENT. THE GOVERNMENT WILL PROVIDE COMMENTS OR APPROVAL WITHIN TEN WORKING DAYS AFTER RECEIPT OF THE MINUTES. THE CONTRACTOR SHALL DELIVER FINAL MINUTES TWO WORKING DAYS AFTER RECEIPT OF GOVERNMENT COMMENTS.

REPRO = ELECTRONIC DELIVERY

E-MAIL ADDRESSES:

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SFAE-CSS-FP-C (APM): Kerry.b.riese.civ@mail.mil

G. PREPARED BY/TITLE/OFFICE: Joan Masty I. APPROVED BY/TITLE/OFFICE: Kerry Riese
H. DATE: 15 OCT 2012 J. DATE: 22 JAN 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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 this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 9000 B. EXHIBIT: A C. CATEGORY: Other
D. SYSTEM/ITEM: HMEE Type I E. CONTRACT/PR NO.: W56HZV-13-R-0112 F. CONTRACTOR: JCB

1. DATA ITEM NO. A002 2. TITLE OF DATA ITEM: ENGINEERING CHANGE PROPOSAL (ECP)
3. SUBTITLE: ECP 4. AUTHORITY (Dt of Acq Document No.) DI-MISC-80557
5. CONTRACT REFERENCE: C.5.2 6. REQUIRING OFFICE: RDTA-DP
7. DD250 REQ: DD 8. APP CODE: A
9. DIST. STATEMENT REQUIRED: A 10. FREQUENCY: As Required
11. AS OF DATE: 12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS.SUB: See Block 16
14. DISTRIBUTION

A. ADDRESSEES	B. COPIES:	DRAFT	REPRO
SAM	1		1
APM	1		1
15. TOTAL:	2		2

16. REMARKS:

BLK 9 DISTRIBUTION STATEMENT B: Distribution authorized to US Government agencies and their contractors due to potential proprietary information. Other requests for this document shall be referred to PM CE/MHE, ATTN: SFAE-CSS-FP-C, Warren, MI 48397-5000.

The Government will review the ECP within 30 calendar days for completeness and acceptability for dispositioning. Technical review and determination of approval/disapproval will be conducted by the Government following procedures in MIL-HDBK-61A, Configuration Control. Each request for change shall contain the following information:

- a. Rationale to support the necessity of making the change;
- b. All test results, planned testing or other information to show acceptability;
- c. Identification of the affected parts and assemblies (old part number, new part number, vendor CAGE code, and Additional Reference Number (vendor part number) and supporting data to evaluate the proposed changes, such as drawings, sketches, calculations and other data necessary to define the change you are proposing;
- d. Identification of any impact to manuals, operation or maintenance procedures, repair parts, packaging data, special tools and test measurement and diagnostic equipment;
- e. All proposed decreases in contract price; and,
- f. Identification, by serial number, of the systems affected.
- g. Requirement for retrofit of already produced systems

REPRO = ELECTRONIC DELIVERY

E-MAIL ADDRESSES:

SFAE-CSS-FP-C (SAM): Vincent.j.hutchins.civ@mail.mil
SFAE-CSS-FP-C (APM): Kerry.b.riese.civ@mail.mil

*No WAWF submission is required. Price should be included in price of production vehicle

G. PREPARED BY/TITLE/OFFICE: Linda Skidmore I. APPROVED BY/TITLE/OFFICE: Kerry Riese
H. DATE: 23 JAN 2013 J. DATE: 23 JAN 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 9000 B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: High Mobility Engineer Excavator E. CONTRACT/PR NO.: W56HZV-13-R-0112 F. CONTRACTOR: JCB

1. DATA ITEM NO. A003 2. TITLE OF DATA ITEM: Configuration Status Accounting Information
3. SUBTITLE: Hardware Configuration Report 4. AUTHORITY (Dt of Acq Document No.) DI-CMAN-812353A
5. CONTRACT REFERENCE: C.5.1 6. REQUIRING OFFICE: AMSRD-TAR-E/CE
7. DD250 REQ: LT 8. APP CODE:
9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As Required
11. AS OF DATE: See Block 16 12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS.SUB: See Block 16
14. DISTRIBUTION

A. ADDRESSEES B. COPIES: DRAFT REPRO

AMSRD-TAR-E/CE	1
SFAE-CSS-FP-C	1
AMSTA-LC-CJCB	2

15. TOTAL: 4

16. REMARKS:

The contractor shall submit a report, of all requested configuration changes at least 60 calendar days prior to the proposed application date. Prior to making a form/fit/function change, the report shall submit requests for changes to the configuration baselines to the Contracting Officer at least 60 calendar days before the proposed application date. The Government reserves the right to disapprove the change within 30 calendar days of receipt of the request. Requests for a configuration change must include the following:

- (1) Rationale to support the necessity of making the change.
- (2) Any test results, planned testing, or other information on previous application of the change to show acceptability.
- (3) Identification of the affected parts and assemblies, drawings, sketches, calculations, and other data necessary to define the nature of the change the contractor is proposing.
- (4) Identification of any impact to manuals, maintenance procedures, repair parts stockage, special tools and test measurement and diagnostic equipment.
- (5) Any proposed decrease in contract price.

After making an approved change, the report shall include the old part number, the new part number, vendor CAGE code, and Additional Reference Number (vendor part number.)

REPRO = ELECTRONIC DELIVERY

E-MAIL ADDRESSES:

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AMSTA-LC-CJCB david.p.henderson.civ@mail.mil
AMSTA-LC-CJCB- Kenneth.s.harp2.civ@mail.mil

G. PREPARED BY/TITLE/OFFICE: Joan Masty I. APPROVED BY/TITLE/OFFICE: Kerry Riese
H. DATE: 15 OCT 2012 J. DATE: 22 JAN 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 9000 B. EXHIBIT: A C. CATEGORY: Other
D. SYSTEM/ITEM: High Mobility Engineer Excavator E. CONTRACT/PR NO.: W56HZV-13-R-0112 F. CONTRACTOR: JCB

- | | |
|--------------------------------------|---|
| 1. DATA ITEM NO. A004 | 2. TITLE OF DATA ITEM: LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS |
| 3. SUBTITLE: PACKAGING DATA PRODUCTS | 4. AUTHORITY (Dt of Acq Document No.) DI-SESS-81758 |
| 5. CONTRACT REFERENCE: C.6.2 | 6. REQUIRING OFFICE: AMSTA-LCL-MSP |
| 7. DD250 REQ: LT | 8. APP CODE: A |
| 9. DIST. STATEMENT REQUIRED: A | 10. FREQUENCY: As Required |
| 11. AS OF DATE: | 12. DATE OF FIRST SUB: See Block 16 |
| 13. DATE OF SUBS.SUB: See Block 16 | |
| 14. DISTRIBUTION | |

A. ADDRESSEES B. COPIES: DRAFT REPRO

SAM	1	1
APM	1	1

15. TOTAL: 2 2

16. REMARKS:

TAILORING: As clarified and tailored by Attachment 003-LMI Data Worksheet-Packaging Data Products and Attachment 004 LMI Packaging Data Transaction Format.

Block 12 Submit within 30 calendar days after each Provisioning Parts List (PPL) is approved upon incorporation of any ECPs. Government will review and determine the acceptance of each submission and notify the contractor within 30 calendar days of receipt.

Block 13 Subsequent submittals are due by the 25th of each month. Resubmit within 15 calendar days after receipt of Government comments.

Final data shall be submitted no later than 120 calendar days after final approved PPL.

Block 14 Submit electronically in a format that is readable and editable by the Government (currently MS Word Office) Repro copy = Electronic delivery CD ROM or email.

For Engineering changes and logistics changes, submit within 60 calendar days after approved change.

REPRO = ELECTRONIC DELIVERY

E-MAIL ADDRESSES:

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- AMSTA-LCL-MSP: james.t.sarokin.civ@mail.mil

G. PREPARED BY/TITLE/OFFICE: Linda Skidmore I. APPROVED BY/TITLE/OFFICE: James Sarokin
H. DATE: 23 JAN 2013 J. DATE: 29 JAN 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 9000 B. EXHIBIT: A C. CATEGORY: Other
D. SYSTEM/ITEM: High Mobility Engineer Excavator E. CONTRACT/PR NO.: W56HZV-13-R-0112 F. CONTRACTOR: JCB

- | | |
|------------------------------------|---|
| 1. DATA ITEM NO. A005 | 2. TITLE OF DATA ITEM: SPECIAL PACKAGING INSTRUCTIONS (SPI) |
| 3. SUBTITLE: SPI | 4. AUTHORITY (Dt of Acq Document No.) DI-PACK-80121B |
| 5. CONTRACT REFERENCE: C.6.2 | 6. REQUIRING OFFICE: AMSTA-LCL-MSP |
| 7. DD250 REQ: LT | 8. APP CODE: A |
| 9. DIST. STATEMENT REQUIRED: A | 10. FREQUENCY: As Required |
| 11. AS OF DATE: See Block 16 | 12. DATE OF FIRST SUB: See Block 16 |
| 13. DATE OF SUBS.SUB: See Block 16 | |
| 14. DISTRIBUTION | |

A. ADDRESSEES	B. COPIES:	DRAFT	REPRO
SAM		1	1
APM		1	1
AMSTA-LCL-MSP		1	1
15. TOTAL:		3	3

16. REMARKS:

A Packaging Validation Test Report shall be submitted for each SPI component as an attachment to the Special Packaging Instruction.

Block 12 Submit within 30 calendar days after each PPL is approved upon incorporation of any ECPs. Government shall review and determine the acceptance of each submission and notify the contractor within 30 calendar days of receipt.

Block 13 Subsequent submittals are due by the 25th of each month. Resubmit within 15 calendar days after receipt of Government comments.

Final data shall be submitted no later than 120 calendar days after final approved PPL.

Block 14 Submit electronically in a format that is readable and editable by the Government (currently MS Word Office) Repro copy = Electronic delivery CD ROM or email.

For Engineering changes and logistics changes, submit within 60 calendar days after approved change.

REPRO = ELECTRONIC DELIVERY

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G. PREPARED BY/TITLE/OFFICE: Linda Skidmore I. APPROVED BY/TITLE/OFFICE: James Sarokin
H. DATE: 23 JAN 2013 J. DATE: 29 JAN 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 9000 B. EXHIBIT: A C. CATEGORY: Other
D. SYSTEM/ITEM: HMEE-I E. CONTRACT/PR NO.: W56HZV-13-R-0112 F. CONTRACTOR: JCB

- | | |
|-------------------------------------|---|
| 1. DATA ITEM NO. A006 | 2. TITLE OF DATA ITEM: SCIENTIFIC and TECHNICAL REPORTS |
| 3. SUBTITLE: PACKAGING TEST REPORTS | 4. AUTHORITY (Dt of Acq Document No.) DI-MISC-80711A(T) |
| 5. CONTRACT REFERENCE: C.6.2 | 6. REQUIRING OFFICE: AMSTA-LCL-MSP |
| 7. DD250 REQ: DD | 8. APP CODE: A |
| 9. DIST. STATEMENT REQUIRED: A | 10. FREQUENCY: As Required |
| 11. AS OF DATE: See Block 16 | 12. DATE OF FIRST SUB: See Block 16 |
| 13. DATE OF SUBS.SUB: See Block 16 | |
| 14. DISTRIBUTION | |

A. ADDRESSEES	B. COPIES:	DRAFT	REG	REPRO
SAM		1		1
APM		1		1
AMSTA-LCL-MSP		1	1	
15. TOTAL:		3	1	2

16. REMARKS:

Tailoring: Delete paragraph 10.2. Contractor format is acceptable.

For design and logistics changes, the contractor shall submit Packaging Validation Test Reports. These reports include the Engine Preservation Validation Report for engine SPI, and shall be submitted concurrently with Packaging Instructions and Special Packaging Instructions. The test report shall be provided concurrently with the SPI submittal, and shall include photographic records of package and testing.

REPRO = ELECTRONIC DELIVERY

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AMSTA-LCL-MSP: james.t.sarokin.civ@mail.mil

G. PREPARED BY/TITLE/OFFICE: Linda Skidmore I. APPROVED BY/TITLE/OFFICE: James Sarokin
H. DATE: 24 JAN 2013 J. DATE: 29 JAN 2013

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 9000 B. EXHIBIT: A C. CATEGORY: Other
 D. SYSTEM/ITEM: HMEE-I E. CONTRACT/PR NO.: W56HZV-13-R-0112 F. CONTRACTOR: JCB

- 1. DATA ITEM NO. A007
- 2. TITLE OF DATA ITEM: EQUIPMENT PRESERVATION DATA SHEETS
- 3. SUBTITLE: EPDS
- 4. AUTHORITY (Dt of Acq Document No.) DI-PACK-81581
- 5. CONTRACT REFERENCE: C.6.3
- 6. REQUIRING OFFICE: AMSTA-LCL-MSP
- 7. DD250 REQ: LT
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: A
- 10. FREQUENCY: As Required
- 11. AS OF DATE: See Block 16
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION

A. ADDRESSEES	B. COPIES:	DRAFT	REG	REPRO
SAM		1		1
APM		1		1
AMSTA-LCL-MSP		1	1	
15. TOTAL:		3	1	2

16. REMARKS:

This CDRL only applies to ECPs that amend the baseline configuration.

For engineering and logistics changes, the contractor shall submit draft Equipment Preservation Data Sheet for the vehicle models that apply to this contract within 45 calendar days after change. The Government will review and comment on the submittal and return it to the contractor within 15 calendar days.

The contractor shall submit final Equipment Preservation Data Sheet for review and approval within 30 calendar days after validation testing.

REPRO = ELECTRONIC DELIVERY

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SAM: charlie.b.han.civ@mail.mil
 APM: kerry.b.riese.civ@mail.mil
 AMSTA-LCL-MSP: james.t.sarokin.civ@mail.mil

G. PREPARED BY/TITLE/OFFICE: Linda Skidmore I. APPROVED BY/TITLE/OFFICE: James Sarokin
 H. DATE: 24 JAN 2013 J. DATE: 29 JAN 2013

CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO. 9000 B. EXHIBIT: A C. CATEGORY: Other
D. SYSTEM/ITEM: HMEE-I E. CONTRACT/PR NO.: W56HZV-13-R-0112 F. CONTRACTOR: JCB

1. DATA ITEM NO. A009 2. TITLE OF DATA ITEM: Warranty Performance Report
3. SUBTITLE: Warranty Report 4. AUTHORITY (Dt of Acq Document No.) DI-SESS-81639(T)
5. CONTRACT REFERENCE: C.10.2 6. REQUIRING OFFICE: AMSRD-TAR-E/CE
7. DD250 REQ: LT 8. APP CODE:
9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As Required
11. AS OF DATE: See Block 16 12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS.SUB: See Block 16
14. DISTRIBUTION

A. ADDRESSEES	B. COPIES:	DRAFT	REG	REPRO
AMSRD-TAR-E/CE				1
SFAE-CSS-FP-C				1
AMSTA-LC-CJCB				2

15. TOTAL: 4

16. REMARKS:

Tailoring: Para 2.1.2 - delete paras f, g, j, n, and p. Para 2.1.2.o delete from contract award to the end of the reporting period.
Para 2.1.6: Delete from contract award to the end date. Delete para 2.2 in its entirety.

The contractor shall submit this report via email once a month. The report shall include the number of operating hours on the vehicle at the time of fault, the warranty implementation date, vehicle serial number, shipping address and DODAAC. The first report is due 45 calendar days after fielding. Subsequent reports are due 45 calendar days after each fielding.

REPRO = ELECTRONIC DELIVERY

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AMSTA-LC-CJCB- Kenneth.s.harp2.civ@mail.mil

G. PREPARED BY/TITLE/OFFICE: Linda Skidmore I. APPROVED BY/TITLE/OFFICE: Kerry Riese
H. DATE: 24 JAN 2013 J. DATE: 22 JAN 2013

PIIN/SIIN W56HZV-14-D-0066

MOD/AMD

ATT/EXH ID Attachment 0003

PAGE 1