

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1	Of 61	Pages
2. Contract (Proc. Inst. Ident.) No. W56HZV-14-D-0074		3. Effective Date 2014JUN24	4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY CONTRACTING COMMAND ROBIN JEDRZEJEK WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DETROIT 35803 MOUND ROAD STERLING HEIGHTS MI 48310		Code S2305A	

e-mail address: ROBIN.A.JEDRZEJEK.CIV@MAIL.MIL

7. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) LOC PERFORMANCE PRODUCTS, INC. 13505 N HAGGERTY RD PLYMOUTH, MI 48170-4251		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)	
Code 1V513		9. Discount For Prompt Payment	
Facility Code		10. Submit Invoices (4 Copies Unless Otherwise Specified)	
		Item 12	
		To The Address Shown In:	

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266	Code HQ0337
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data			
15A. Item No. SEE SCHEDULE	15B. Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
15G. Total Amount Of Contract →					\$0.00

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	34
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	17	X	J	List of Attachments	60
X	D	Packaging and Marking	22	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	23		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	24		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	30		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	33				

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 DOREEN J. COSTA DOREEN.J.COSTA.CIV@MAIL.MIL (586)282-7076
19B. Name of Contractor By _____ (Signature of person authorized to sign)	20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2014JUN24

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Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

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]

Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CLIN Structure. In the four digit Contract Line Item Numbers (CLINS) that follow, the numbering system that is used is as follows:

B.1.1 The first three digits signify item and the fourth (last) digit signifies the Applicable contract year, i.e., CLIN 0011 is for the first item - first ordering year, CLIN 0012 is for the first item - second ordering year, CLIN 0013 is for the first item - third ordering year, etc.

B.1.2 Unless separately priced as laid out on the CLIN structure of the contract, all scope requirements are assumed to be priced within the vehicle unit price and range pricing represented in CLINS 0011-0014

B.2 Ordering Period Schedule. The following definitions apply to the contract:

First ordering period of the contract is the date of award plus 364 days.

Second ordering period of the contract is 365 days through 729 days after contract award.

Third ordering period of the contract is 730 days through 1,094 days after contract award.

Fourth ordering period of the contract is 1,095 days through 1,459 days after contract award.

Note: The price applicable to an individual order is the price for the ordering period in which the order is issued. The delivery date does not determine the ordering year.

B.2.1 Ordering Price for ECPl Vehicles

The range quantity unit prices listed in CLINS 0011-0014 will be the unit prices established for each Delivery Order. Should any subsequent quantities be added to the Delivery Order through modification, or a new Delivery Order established with additional quantities within 14 business days, the Government has the unilateral right to adjust the previously awarded Delivery Order unit price based on the total cumulative quantity ordered within the 14-day window.

Example: (Note all quantity ranges/prices are for illustrative purposes only):

CLIN 0011	Range	Unit Price
	100-200	\$5,000.00 each
	200-300	\$4,500.00 each
	300-400	\$4,000.00 each
	400-500	\$3,500.00 each
	500 and above	\$3,000.00 each

On 15 December 2014, the Government, under Delivery Order 0001, awards 120 each ECPl Vehicles at a unit price of \$5,000.00 each. On 20 December 2014, the Government, under Delivery Order 0002, awards an additional 120 each ECPl Vehicles. So, the total quantity of ECPl Vehicles awarded within 14 business days is 240 each. The 120 each ECPl Vehicles under Delivery Order 0002, are awarded at a unit price of \$4,500.00 each, and the unit price for the 120 each ECPl Vehicles and installation previously awarded by Delivery Order 0001 is adjusted from \$5,000.00 each to \$4,500.00 each.

B.2.2. Ordering Locations

During performance of this contract, ECPl vehicle installations will take place at one location at a time; however, the contractor may begin set-up of installation at the next location 15 days prior to actual installation.

B.3. Order Limitations. There are no Order limitations in this contract. The Government may execute CLIN quantities to a new Delivery Order, or any existing Delivery Order, subject to the Ordering Period schedule and Ordering prices set forth in this contract.

B.4 Ordering Authority. In accordance with clause 252.216-7006- Ordering, orders against the resulting contract shall only be placed by a Contracting Officer within the Army Contracting Command Warren (ACC-Warren). No other orders shall be accepted.

Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0011	<p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>The information presented below applies to Item No. 0011 Through 0014:</p> <p>Minimum 4-Year Quantity: 120 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 4 Year Quantity: 1080 EACH</p> <p>ONLY THE MINIMUM 4 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>ECP 1 VEHICLE ORDERING PERIOD 1</u></p> <p>COMMODITY NAME: ORDERING PERIOD 1 PSC: 2350 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>119</td> <td>\$156,509.88</td> </tr> <tr> <td>120</td> <td>200</td> <td>\$147,355.31</td> </tr> <tr> <td>201</td> <td>300</td> <td>\$140,806.07</td> </tr> <tr> <td>301</td> <td>400</td> <td>\$139,758.19</td> </tr> <tr> <td>401</td> <td>500</td> <td>\$136,426.75</td> </tr> <tr> <td>501</td> <td>600</td> <td>\$134,547.55</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	FROM	TO	UNIT PRICE	1	119	\$156,509.88	120	200	\$147,355.31	201	300	\$140,806.07	301	400	\$139,758.19	401	500	\$136,426.75	501	600	\$134,547.55			See Range Pricing	
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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0074 MOD/AMD

Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0012	<p><u>ECP 1 VEHICLE ORDERING PERIOD 2</u></p> <p>COMMODITY NAME: ORDERING PERIOD 2 PSC: 2350 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>119</td> <td>\$160,212.59</td> </tr> <tr> <td>120</td> <td>200</td> <td>\$149,255.54</td> </tr> <tr> <td>201</td> <td>300</td> <td>\$143,288.24</td> </tr> <tr> <td>301</td> <td>400</td> <td>\$142,550.02</td> </tr> <tr> <td>401</td> <td>500</td> <td>\$139,303.70</td> </tr> <tr> <td>501</td> <td>600</td> <td>\$137,472.13</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	119	\$160,212.59	120	200	\$149,255.54	201	300	\$143,288.24	301	400	\$142,550.02	401	500	\$139,303.70	501	600	\$137,472.13			See Range Pricing	
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Reference No. of Document Being Continued
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Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0013	<p><u>ECP 1 VEHICLE ORDERING PERIOD 3</u></p> <p>COMMODITY NAME: ORDERING PERIOD 3 PSC: 2350 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>119</td> <td>\$165,001.75</td> </tr> <tr> <td>120</td> <td>200</td> <td>\$153,604.11</td> </tr> <tr> <td>201</td> <td>300</td> <td>\$147,526.00</td> </tr> <tr> <td>301</td> <td>400</td> <td>\$146,777.76</td> </tr> <tr> <td>401</td> <td>500</td> <td>\$143,451.35</td> </tr> <tr> <td>501</td> <td>600</td> <td>\$141,567.96</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	119	\$165,001.75	120	200	\$153,604.11	201	300	\$147,526.00	301	400	\$146,777.76	401	500	\$143,451.35	501	600	\$141,567.96			See Range Pricing	
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Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0014	<p><u>ECP 1 VEHICLE ORDERING PERIOD 4</u></p> <p>COMMODITY NAME: ORDERING PERIOD 4 PSC: 2350 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="0"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>119</td> <td>\$169,127.40</td> </tr> <tr> <td>120</td> <td>200</td> <td>\$158,442.87</td> </tr> <tr> <td>201</td> <td>300</td> <td>\$151,608.85</td> </tr> <tr> <td>301</td> <td>400</td> <td>\$151,474.94</td> </tr> <tr> <td>401</td> <td>500</td> <td>\$148,057.79</td> </tr> <tr> <td>501</td> <td>600</td> <td>\$146,116.26</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	119	\$169,127.40	120	200	\$158,442.87	201	300	\$151,608.85	301	400	\$151,474.94	401	500	\$148,057.79	501	600	\$146,116.26			See Range Pricing	
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Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<u>RESERVED</u> CLIN CONTRACT TYPE: No Cost				

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0074 MOD/AMD

Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The information presented below applies to Item No. 0031 Through 0034:</p> <p>The CLIN Unit is "LOT".</p> <p>Minimum 4 Year Quantity: 1 LOT (This will be ordered at the time of the basic contract award).</p> <p>Maximum 4 Year Quantity: 36 LOT</p> <p>ONLY THE MINIMUM 4 YEAR QUANTITY IS GUARANTEED.</p> <p>* 1 Lot = 1 Class</p> <p>(End of narrative A001)</p>				
0031	<p><u>NET TRAINING ORDERING PERIOD 1</u></p> <p>SERVICE REQUESTED: NEW EQUIPMENT TRAINING PSC: 2350 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 63,791.19
0032	<p><u>NET TRAINING ORDERING PERIOD 2</u></p> <p>SERVICE REQUESTED: NEW EQUIPMENT TRAINING CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 63,791.19
0033	<p><u>NET TRAINING ORDERING PERIOD 3</u></p> <p>SERVICE REQUESTED: NEW EQUIPMENT TRAINING CLIN CONTRACT TYPE: Firm Fixed Price</p>				\$ 63,791.19

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>NET TRAINING ORDERING PERIOD 4</u></p> <p>SERVICE REQUESTED: NEW EQUIPMENT TRAINING CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				<p>\$ 63,791.19</p>

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0074 MOD/AMD

Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p>The information presented below applies to Item No. 0041 Through 0044:</p> <p>The CLIN Unit is "LOT".</p> <p>Minimum 4 Year Quantity: 1 LOT (This will be ordered at the time of the basic contract award).</p> <p>Maximum 4 Year Quantity: 12 LOT</p> <p>ONLY THE MINIMUM 4 YEAR QUANTITY IS GUARANTEED.</p> <p>* 1 Lot = 1 set of items in the quantities in accordance with attachment 0021</p> <p>(End of narrative A001)</p> <p><u>ASL, BII, STTE ORDERING PERIOD 1</u></p> <p>SERVICE REQUESTED: ASL, BII, STTE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				<p>\$ <u>44,086.33</u></p>

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	<p><u>ASL, BII, STTE ORDERING PERIOD 2</u></p> <p>SERVICE REQUESTED: ASL, BII, STTE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 45,409.24
0043	<p><u>ASL, BII, STTE ORDERING PERIOD 3</u></p> <p>SERVICE REQUESTED: ASL, BII, STTE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 46,824.04
0044	<p><u>ASL, BII, STTE ORDERING PERIOD 4</u></p> <p>SERVICE REQUESTED: ASL, BII, STTE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 48,189.08

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The information presented below applies to Item No. 0051 Through 0054:</p> <p>The CLIN Unit is "LOT".</p> <p>Minimum 4 Year Quantity: 1 LOT (This will be ordered at the time of the basic contract award).</p> <p>Maximum 4 Year Quantity: 12 LOT</p> <p>ONLY THE MINIMUM 4 YEAR QUANTITY IS GUARANTEED.</p> <p>* 1 Lot = 120 Copies</p> <p>(End of narrative A001)</p>				
0051	<p><u>TRAINING MATERIALS ODERING PERIOD 1</u></p> <p>SERVICE REQUESTED: TRAINING MATERIALS CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 4,421.89
0052	<p><u>TRAINING MATERIALS ODERING PERIOD 2</u></p> <p>SERVICE REQUESTED: TRAINING MATERIALS CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 4,421.89
0053	<p><u>TRAINING MATERIALS ODERING PERIOD 3</u></p> <p>SERVICE REQUESTED: TRAINING MATERIALS CLIN CONTRACT TYPE: Firm Fixed Price</p>				\$ 4,421.89

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-D-0074 MOD/AMD

Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>TRAINING MATERIALS ODERING PERIOD 4</p> <p>SERVICE REQUESTED: TRAINING MATERIALS CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				<p>\$ 4,421.89</p>

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Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	<p><u>DATA ITEM</u></p> <p>CLIN CONTRACT TYPE: No Cost</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: LOC PERFORMANCE PRODUCTS, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 This contract is for the procurement, packaging and application of Modification Work Order kits (MWO) (55-Level) to Bradley Fighting Vehicles located in the Continental United States (CONUS). The MWOs address improvements to the Suspension and Track assemblies that drive the Bradley Fighting Vehicle (BFV). This task requires the contractor to remove and replace the Suspension and Track assemblies following MWO Kit instructions and other technical data to assure proper reassembly for safe operation of the BFV. Work performed will be monitored and the quality of installation will be verified through Quality Assurance inspections to assure all work is complete before vehicles are accepted and returned to the Brigade. The contractor shall furnish all supplies and services necessary to accomplish this contract. The contractor shall provide all technical support, including interpreting drawings and technical data, required under this contract.

C.2 The contractor shall produce, install the kits listed below, and deliver modified Bradley vehicles at the Performance locations outlined in Section F. The contractor shall be responsible for all inventory receiving, assembling, kitting (if applicable), and storage of the individual parts of the MWO in accordance with the Parts List of each kit prior to shipping to the U.S. Government (USG) performance location for installation. The contractor shall package and ship the kits to each location in a manner that optimizes installation. The Government will only provide up to 15 vehicles worth of kits and material storage space at each Government installation at any given time, under the assumption that the contractor is continually dispositioning parts in accordance with C.9 below. The Government will allow access to Government installation up to 15 days prior to installation start. The Modification Work Orders below list all parts required for procurement, reference all drawings, and list all tools required for the 55-level modification kits.

T161 Track System Kit

- MWO 9-2350-403-55-1, T161 Track System (Duel Pin Track System) (Attachment 0008 and the sub attachments)
- Part Number 57K6627 (T161 Track Mod Kit Drawing) (Attachment 0009)
- T161 Track Mod Kit Installation Instructions, 12496801 (Attachment 0010)

Torsion Bar Kit

- MWO 9-2350-408-55-4, Heavy Weight Torsion Bar (Attachment 0011 and the sub attachments)
- Part Number 57K6681 (Torsion Bar Mod Kit Drawing) (Attachment 0012)
- Torsion Bar Mod Kit Installation Instructions, 12520480 (Attachment 0013)

Shock Absorber Kit

- MWO 9-2350-408-55-2, Vehicle Shock Absorber (Attachment 0014 and the sub attachments)
- Part Number 57K6769 (Shock Absorber Mod Kit Drawing) (Attachment 0015)
- Shock Absorber Mod Kit Installation Instructions, 12556023 (Attachment 0016)

Roadarm System Kit

- MWO 9-2350-408-55-3, Vehicle Suspension Roadarm System (Attachment 0017 and the sub attachments)
- Part Number 57K6692 (Vehicle Suspension Roadarm System Mod Kit)(Attachment 0018)
- Vehicle Suspension Roadarm System Mod Kit Installation Instructions, 12520481 (Attachment 0019)

All Kits:

Attachment 0026, Technical Document Discrepancies, lists the discrepancies between the MWOs and the Drawings.

C.2.1. The contractor shall procure and deliver new Authorized Stockage List (ASL), Basic Issue Items (BII) and Special Tools and Test Equipment (STTE) quantities in Attachment 0021, as required by each Delivery Order, in accordance with paragraph C.7.4.

C.2.2 The contractor shall distribute status reports detailing hardware ordered, hardware delivered, retrofit kits installed, missing parts status, and other status to the PM ABCT MWO coordinator in accordance with CDRL A001.

C.3 The contractor shall install Bradley track, torsion bar, shock absorber and road-arm kits using the Attachments in C.2 above. The contractor is required to use the approved or suggested sources of supply on all drawings that contain this legend. The contractor shall repair or replace any items that are damaged or broken by neglectful installation practices while the vehicle is in its custody at no expense to the Government. Installation facilities will be provided by the Government, similar to the installation diagram in Attachment 0007, Facility Diagram. The Government will coordinate with Army units to provide maintenance bays for MWO application with co-located storage for tools and material. The Government is not responsible for storage of tools and materials for any time outside of the period of installation. The contractor shall provide all labor, tooling, material, job aids and mission support equipment necessary to complete this task, including forklift, power generation, and air compressor capabilities to support the install effort at each location. Use of the units BII and special tools by the contractor will not be authorized. The contractor shall comply with all Federal, State, and local environmental laws, regulations, and policies. The contractor shall fully disposition all removed components no later than two weeks after final vehicle joint inspection for the Delivery Order.

C.4 A list of Government Furnished Material and Government Furnished Information (GFM and GFI) that will be provided to the contractor is included in Attachment 0006. The Government MWO coordinator will ship the GFM to the contractor at each Brigade location for use.

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The Government will not provide any Basic Issue Items (BII) and Special Tools and Test Equipment (STTE) listed under paragraph 9 in each MWO document during the performance and application of kits. The contractor shall apply the GFM if the part becomes lost, broken, or unserviceable. The contractor shall retain the unused parts and transfer them to the next unit until exhausted or dispositioned.

C.5 Quality Assurance.

C.5.1 Product Quality Deficiency Reports (PQDR). The contractor shall investigate and provide Failure Analysis and Corrective Action Report (FACAR) as a result of PQDR, Standard Form 368, generated against supplies (MWO Kit content and any other hardware) produced under this contract in accordance with CDRL A002. The contractor shall provide a report which includes the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action and interim action. The proposed point of effective corrective action application shall be identified by product serial number and manufacturing date as applicable. All costs related to PQDR investigations including lab analysis, transportation and shipping, replacement hardware and transportation to PQDR originator are the contractors responsibility. The contractor shall provide replacement components for all PQDR investigations that identify deficiencies attributable to contractor or supplier workmanship and product nonconformance.

C.5.2 The contractor shall submit a final written response, in contractor format for each PQDR received. If a final response is not ready for submittal, the contractor shall submit an interim response detailing the status of the investigation (CDRL A002). The response should report on the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action, interim action and contractors position with respect to repair or replacement parts.

C.5.3 The contractor shall submit Requests for Variances per MIL-STD-3046, paragraph 5.5.8, in accordance with CDRL A005 for any item that does not meet the approved configuration requirements.

C.5.4 Performance Specifications are provided for quality assurance purposes as Government Furnished Information (attachment 0006). The Configuration Item Development Specification (CIDS) for the Torsion Bar, Suspension will be provided to the contractor as GFI in (attachment 0006b). The Configuration Item Development Specification (CIDS) for the Shock Absorber, Direct Action will be provided in (attachment 0006c).

C.6 [RESERVED]**C.7 Logistics.**

C.7.1 The contractor shall perform a 10-kilometer road test prior to the joint inspection in accordance with the Functional Inspection Checklist (Attachment 0003) between the contractor and the unit representative to establish a vehicle baseline and record all faults with the mounting surfaces and attachment points of the Track Kits, Torsion Bar Kits, Shock Absorber Kits, and Roadarm mount Kits, prior to MWO installation. Once vehicles are in contractor possession, the contractor shall be responsible for any logistical movement of the vehicle from the inspection point to the maintenance point (typically not to exceed 5 miles). The Procurement Contracting Officer (PCO) will serve as the mediator between the contractor and unit for any issues that arise during pre and, post MWO application and during inspection. When MWO installation is complete and after successful completion of the 10K road test the contractor shall re-use the Functional Inspection Checklist (Attachment 0003) to perform a joint post-inspection with the unit representative to verify the new MWOs have been applied and repair any faults attributable to the MWO application process that were not recorded in the baseline inspection. Signatures from both the contractor and lead unit personnel shall be required on both inspections for vehicle hand-off.

C.7.2 The contractor shall participate and assist the PM ABCT MWO coordinators in performing a joint New Material Introduction Brief (NMIB) to Brigade representatives. The contractor shall develop the briefing to be presented during the NMIB and MRL review prior to the application of MWO modifications at each Brigade. The briefing shall confirm the schedule, supply transactions, and responsibilities of each organization during the MWO installation process. As part of the briefing, the contractor shall provide a technical description of the MWO modifications, and a list of the tools, lift support, ASL, BII, and STTE. The PM ABCT MWO coordinator will contact each Brigade to establish the New Material Introductory Briefing (NMIB) dates.

C.7.3 For each Brigade level MWO application the contractor shall develop, maintain, and deliver a Material Requirements List (MRL) that identifies each gaining units requirements in accordance with AR DA PAM700-142, Type Classification, Material Release, Fielding and Transfer, and Instructions for Material Release, Fielding, and Transfer in accordance with CDRL A004. The MRL will provide issue quantity and gaining command data.

C.7.4 The contractor shall have knowledge of the Army Class 2 and Class 9 Supply System to assist the gaining command with processing of required supply transactions to ensure that all issued equipment is received in SARSS-1, PBUSE, GCSS-A, or other applicable accountable database for accountability and visibility of assets. The contractor shall conduct a joint inventory with the gaining unit and issue all BII, STTE, and ASL using the appropriate DA forms for hand-off of material.

C.7.5 The contractor shall have access to the Logistics Information Warehouse (LIW). The contractor can gain access to the

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Maintenance Modification Information System (MMIS) system through the LIW at (<https://liw.logsa.army.mil>). The contractor shall prepare an MWO sign off sheet for each modification installed and provide a copy to the PM ABCT MWO coordinators for approval before inputting data into the MMIS in accordance with CDRL A003.

C.7.6 New Equipment Training (NET). The contractor shall provide certified trainers to conduct NET for all operator personnel for each Brigade. The trainers shall submit their certifications to the Government for validation no later than 60 days prior to scheduled training. The contractor may provide input and recommended changes to the Government NET Program of Instructions (POI) and shall conduct NET POI with assistance from military or Government representatives and with contractor certified personnel for all operator-approved training. For each Brigade, the contractor shall conduct one NET class for Armor Combined Arms Battalion (CAB), one NET class for Infantry CAB, and one NET class for Armored Reconnaissance Squadron (ARS) for a total of three (3) classes per Brigade. Each class will be one day in duration. A POI and Training Support Package (TSP) will be provided to the contractor as GFI (Attachment 0006a) for the T161 track kit. The contractor shall use the POI and TSP for NET which shall be consolidated at the fielding or receiving units home station and shall utilize their existing training ranges and facilities whenever feasible. The contractor shall provide all items required for conducting training in accordance with the NET except GFI, Special Tools and Test Equipment (STTE), ammunition, Petroleum Oil and Lubricants (POL), and facilities. The POI and Training Support Package shall be provided to the units as a stay-behind training packet.

C.7.7 Training Material and Documentation. For each NET course, the contractor shall reproduce and deliver 120 copies of the Government-Furnished POI and TSP for each Brigade.

C.8 The contractor shall perform a 10 kilometer road test on each vehicle to coincide with the vehicle baseline inspection in accordance with installation policies to verify that the MWO kits are installed properly. The contractor shall ensure that the driver and track commander have a DA 348 military license for Bradley vehicles. The contractor shall provide the necessary equipment operators and ground guides for vehicle operations. The contractor shall repair or replace any components of the MWO kits that are broken during the road test. The contractor shall complete a DA Form 2404, Equipment Maintenance and Inspection Worksheet, to document the results of the road test. One copy of the Form shall be provided to the Brigade after completion of each Brigade set, and the contractor shall keep a copy of the completed form on file for one year after completion of the test.

C.8.1 The contractor shall perform the following tasks as part of the 10 kilometer road test to determine the functionality and fluid leakage of the parts replaced and to verify the torque specifications on the suspension system:

- a. Drive each vehicle for 10 kilometers on hard surface road
- b. Check vehicle braking
- c. Check steering 360 degree pivot right
- d. Check steering 360 degree pivot left
- e. Check steering in forward and reverse
- f. Torque check track suspension
- g. General inspection of installation of the kits IAW the MWOs listed in paragraph C.2
- h. Document the results on DA Form 2404

C.9 The contractor is responsible for providing all banding material and equipment needed to support the turn-in and disposition of used hardware. The contractor shall dispose of parts or assemblies and subassemblies removed from the vehicles as follows:

C.9.1 The contractor shall turn-in the following items through the Supply Support Activity: T157i Track System Kits, Part Number 12359466-3 , 12359466-4 and Shock Absorber, Part Number 12369308,

C.9.2 The contractor shall remove, cut in half, and scrap the following items in accordance with the local command policies: Torsion Bars, Part Numbers 12367398-1, 12367398-2, 12367398-3, and 12367398-4.

C.9.3 The contractor shall remove, cut in half, and scrap the following items from the T157i Track System Kit in accordance with the local command policies: Sprocket Wheel, Part Number 12295277; Carrier, Sprocket Drive, Part Number 12384668; Plate, Mounting, Part Number 12293285; Guard, Track, Part Number 12317168; Guard, Mechanical Drive, Part Number 12293208; Guard, Track, Right Side, Part Number 12316775.

C.9.4 The contractor shall remove, cut in half, and scrap the following items in accordance with the local command policies: Support Arm Assemblies, Part Number 12296931-1 and 12296931-2.

C.10 The contractor is required to submit all data deliverables to the Bradley ECP Integrated Development Environment (IDE). A Common

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Access Card (CAC) is not required for access to the IDE. The contractor shall follow the process below to obtain access to the Bradley ECP IDE:

1. Apply for Army Knowledge Online (AKO) Account:
 - a. URL: https://www.us.army.mil
 - b. Sponsor: MAJ Jermaine Hampton
 - c. Sponsor AKO email: Jermaine.hampton@us.army.mil or

2. Apply for a Knowledge Center Portal Account:
 - a. URL: https://www.peogcs.army.mil/PortalApplication/PEOReg.asp
 - b. Sponsor: MAJ Jermaine Hampton or
 - c. Sponsor AKO email: Jermain.hampton@us.army.mil or
 - d. AKO email address: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil)
 - e. Account Reason: Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract W56HZV-14-D-0074, Bradley ECP1 program.
 - f. Favorable investigation or active security clearance. KC Help Desk email: usarmy.detroit.peogcs.mbx.portal@mail.mil

3. Once #1 and #2 are approved, the user can be added to the CDRL portal.

C.11 Security

C.11.1 Controlled Unclassified Information (CUI): CUI provided to or generated pursuant to this contract shall be protected. The procedures for the protection of CUI are outlined in Attachment 0022.

C.11.2 Protection and Disclosure of Information Public Release Requests

(1) Except for Bradley Family of Vehicles (FOV) Program Information previously approved for public release by the Government under the PM ABCT, the contractor shall not release any Bradley FOV Program information regarding the work performed under this contract outside of (i) the United States Government, (ii) its own facility, (iii) its subcontractors performing Bradley FOV work at any tier, (iv) Associate Contractors, at any tier, and (v) any other individual or entity that is contractually bound to protect Bradley FOV Program Information from public release without first obtaining approval for Public Release. Bradley FOV information is any Program information on the Bradley FOV effort.

(2) The contractor shall send all such requests for public-release approval to the PCO in accordance with Clause 252.204-7000 for a review by Bradley FOV technical and Security Office personnel, culminating in a determination by the PCO, or authorized representative. The PCO, or authorized representative, will, after appropriate review, either authorize or reject the request to disseminate Bradley FOV program information publicly. Note that authorization may be given contingent on specified changes being made to the material for which public release has been requested. Subcontractors and Associate contractors shall submit such public release requests through the prime contractor.

*** END OF NARRATIVE C0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.204-4003 (TACOM)	START OF WORK MEETING	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 5 days after the meeting is held.

[End of Clause]

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C-2 52.209-4020 ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT OCT/2013
(TACOM)

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each 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://atlevell.dtic.mil/at>.

C-3 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-4 52.209-4023 OPSEC TRAINING REQUIREMENT JUN/2012
(TACOM)

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

(End of Clause)

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SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing:

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 Marking:

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

D.3 DODAAC:

The Contractor shall apply for a DODAAC code with the Contracting Officer prior to Government Furnished Equipment (GFE) shipment.

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 Acceptance Criteria:

E.1.1 CLINs 0011 through 0014 Ordering Period 1 through 4: The contractor shall complete and obtain approvals on the Functional Inspection Checklist (Attachment 0003) for each vehicle after installation is complete and the 10K Road Test has been successfully passed. Signatures from both the contractor and lead unit personnel shall be required on both inspections for vehicle hand-off. The contractor shall submit the Functional Inspection Checklist to the COR for verification.

E.1.2 CLINs 0031 through 0034 NET Training: The contractor shall provide a close-out report describing the training class taught, unit trained, and a copy of the sign-in roster to the COR at completion of training for each Brigade.

E.1.3 CLINs 0041 through 0044 ASL, BII, and STTE: The contractor shall provide the COR with the hand-receipt to confirm delivery of all ASL, BII, and STTE after hand-off to the unit and Brigade.

E.1.4 CLINs 0051 through 0054 Training Materials: The contractor shall deliver 120 copies of the Government-Furnished POI and TSP for each Brigade. The COR will verify that the material has been delivered at the completion of each training course.

*** END OF NARRATIVE E0001 ***

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

The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date	Tailoring
ISO	9001	2008	delete 7.3 or comparable system

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 Performance Location

For the purpose of this contract performance and inspection shall be at any of the following locations:

- Ft. Hood, TX
- Ft. Carson, CO
- Ft. Stewart, GA
- Ft. Riley, KS

F.2 Delivery Schedule for Delivery Orders

F.2.1 Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

F.2.2 DEFINITIONS:

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

(b) 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.

F.2.3 The Government requires deliveries according to the following schedule on all orders:

F.2.3.1 CLIN 0011 ECP1 Vehicle Ordering Period 1 - Initial delivery of first 30 vehicles is due 380 Days after Award of Delivery Order, and continue delivery of 30 vehicles every 30 days after initial delivery until CLIN order is fulfilled. Accelerated delivery schedule is acceptable if it does not create undue burden or cost to the Government, and must be coordinated with the COR in advance.

F.2.3.2 CLINs 0012-0014 ECP1 Vehicle Ordering Period(s) 2 through 4 Initial delivery of first 30 vehicles is due 320 Days after Award of Delivery Order, and continue delivery of 30 vehicles every 30 days after initial delivery until CLIN order is fulfilled. Accelerated delivery schedule is acceptable if it doesnt create undue burden or cost to the Government, and must be coordinated with the COR in advance.

F.2.3.3 CLINs 0031 NET Training Contractor shall complete a NET Training within 5 days after final delivery of one brigade of vehicles (i.e. approximately 120 vehicles). CLIN 0031: 1st NET training shall be due no later than 505 Days after Award of Delivery Order, and each additional NET Training shall be completed 120 days after thereafter.

F.2.3.4 CLIN 0032-0034: NET training shall be due no later than 445 Days after Award of Delivery Order, and each additional NET Training shall be completed 120 days after thereafter.

F.2.3.5 CLINs 0041 ASL, BII, STTE Contractor shall deliver all sets ASL, BII, STTE and quantities are due 15 days prior to the beginning of the installation. CLIN 0041: 1st ordering period shall be due no sooner than 335 Days after Award of Delivery Order.

F.2.3.6 CLIN 0042-0044: ASL, BII, STTE ordering periods 2 through 4, all quantities are due 15 days prior to the beginning of the installation and shall be due no sooner than 245 Days after Award of Delivery Order.

F.2.3.7 CLINs 0051-0054 Training Materials Contractor shall deliver all sets of Training Materials, quantities are due 15 days prior to the beginning of the installation. CLIN 0051: 1st ordering period shall be due no sooner than 335 days after Award of Delivery Order.

F.2.3.8 CLIN 0052-0054: Training Materials ordering periods 2 through 4, all quantities are due 15 days prior to the beginning of the installation and shall be due no sooner than 245 Days after Award of Delivery Order.

*** END OF NARRATIVE F0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-5	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, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

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

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

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

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

"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.

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"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
NA	NA

(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
NA	NA

(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 NA.

(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 NA.

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(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.

(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:

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- (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.

** 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--

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(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 (NA), Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

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SECTION 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.

NA

(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	DODAAC found in Block 12 of SF 26
Issue By DoDAAC	DODAAC found in Block 5 of SF 26
Admin DoDAAC	DODAAC found in Block 6 of SF 26
Inspect By DoDAAC	See Schedule
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	NA
Accept at Other DoDAAC	Contact COR
LPO DoDAAC	NA
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

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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.

NA

(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.

<https://wawf.eb.mil/>

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

(End of clause)

G-2 52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008 AUG/2012

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at [://wawf.eb.mil](https://wawf.eb.mil/). Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

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

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

 X Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

 Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

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

Your firms CAGE Code: (found in Block 7 of SF26)
Issue and Admin DoDAAC Code: (found in Block 5 of SF26)
Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B)
Accept-By DoDAAC Code: See Schedule
Payment DoDAAC Code: (found in Block 12 of SF26)

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

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

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

Primary Acceptor Name: Kristin Bujak
Primary Acceptor e-mail: Kristin.M.Bujak.civ@mail.mil

Alternate Acceptor Name: NA
Alternate Acceptor e-mail: NA

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ALTERNATIVE FINANCING ARRANGEMENTS

H.1.1 Proposal and award will be based on the use of customary progress payments, in accordance with Office of the Under Secretary of Defense for Acquisition, Technology and Logistics memorandum dated April 27 2011, Subject Cash Flow Tool for Evaluating Alternative Financing Arrangements. Pursuant to the memo, after contract award, the contractor may propose alternative financing arrangements, such as performance based payments schedule, to the Contracting Officer for consideration. If a proposed performance based payment schedule is desired by the contractor, the proposed performance based schedule should be submitted which includes all performance based payment events, completion criteria, and event values along with the contractors expected expenditure profile, and any consideration being offered by the contractor for more favorable payment structure.

*** 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.

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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	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC/2011
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-22	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-28	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-36	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-37	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-40	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-41	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-42	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-43	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-44	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-45	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-46	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-47	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-48	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-49	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-50	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-51	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-52	52.232-1	PAYMENTS	APR/1984
I-53	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-54	52.232-11	EXTRAS	APR/1984
I-55	52.232-17	INTEREST	OCT/2010
I-56	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984

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I-57	52.232-25	PROMPT PAYMENT	JUL/2013
I-58	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-59	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-60	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-61	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
I-62	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-63	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-64	52.242-13	BANKRUPTCY	JUL/1995
I-65	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-66	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-67	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-68	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-69	52.245-9	USE AND CHARGES	APR/2012
I-70	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-71	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-72	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-73	52.248-1	VALUE ENGINEERING	OCT/2010
I-74	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-75	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-76	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-77	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-78	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-79	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-80	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-81	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-82	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-83	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-84	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-85	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-86	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-87	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
I-88	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-89	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-90	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-91	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-92	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-93	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	JAN/2011
I-94	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-95	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-96	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-97	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-98	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-99	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-100	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-101	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-102	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-103	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-104	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-105	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-106	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-107	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-108	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-109	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-110	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-111	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-112	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014

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I-113	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-114	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-115	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-116	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-117	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-118	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-119	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-120	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-121	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-122	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-123	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-124	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-125	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-126	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-127	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-128	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-129	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-130	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-131	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-132	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-133	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-134	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-135	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-136	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	JUN/2013
I-137	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-138	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013) -- ALTERNATE III (MAY 2002)	MAY/2002
I-139	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-140	52.216-22	INDEFINITE QUANTITY	OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 Contractor's and Government's 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 contract award.

(End of Clause)

I-141	52.232-16	PROGRESS PAYMENTS	APR/2012
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The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The

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Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

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

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

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

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

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

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

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

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

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

(d) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including

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estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

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

(3) Each Contractor request for progress payment shall:

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

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

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

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

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

(i) Reservations of rights.

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

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

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form or progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --

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- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty

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provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-142 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

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(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-143

52.244-2

SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: NA

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(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: NA

(End of clause)

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I-144 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES APR/2012

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

Attachment 0006 GFM/GFI

(End of Clause)

I-145 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 Defence 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 Defence 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. NA. This may be confirmed by contacting the DCMA office identified on page one of this document.

(End of Clause)

I-146 252.203-7004 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:

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"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--

(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.

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(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.

(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-149

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.

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(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)

I-150 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.

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(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 [x] is, [] is not a small business concern under NAICS Code 336992 assigned to contract number W56HZV-14-D-0074. [Victor V. Vojcek, CEO 2/14/14].

(End of clause)

I-151 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG OCT/2001
2013-00014) 2013) -- ALTERNATE II (OCT 2001)

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

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

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

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

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

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

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

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

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

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

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

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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.

(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,

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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.

(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):

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(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;

(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.

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(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 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

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(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.

(ii) Reports submitted under a commercial plan--

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

(B) The report shall be submitted annually, within thirty days after the end of the Government's 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-152 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

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

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(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;

(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-153 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) * _____, 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-154 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

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(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 accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-155

52.252-2

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

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(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) 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.

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

[End of Clause]

I-160 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/

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)		004	DATA
Attachment 0001	RESERVED			
Attachment 0002	RESERVED			
Attachment 0003	FUNCTIONAL INSPECTION CHECKLIST			
Attachment 0004	RESERVED			
Attachment 0005	RESERVED			
Attachment 0006	GFM/GFI LIST			
Attachment 0007	FACILITY DIAGRAM			
Attachment 0008	MWO 9-2350-403-55-1 T161 TRACK SYSTEM (DUAL PIN SYSTEM)			
Attachment 0009	57K6627 T161 TRACK MOD KIT			
Attachment 0010	12496801 T161 TRACK MOD KIT INSTALLATION INSTRUCTIONS			
Attachment 0011	MWO 9-2350-408-55-4 HEAVY WEIGHT TORSION BAR			
Attachment 0012	57K6681 TORSION BAR MOD KIT			
Attachment 0013	12520480 TORSION BAR MOD KIT INSTALLATION INSTRUCTIONS			
Attachment 0014	MWO 9-2350-408-55-2 VEHICLE SHOCK ABSORBER SYSTEM			
Attachment 0015	57K6769 SHOCK ABSORBER MOD KIT			
Attachment 0016	12556023 SHOCK ABSORBER MOD KIT INSTALLATION INSTRUCTIONS			
Attachment 0017	MWO 9-2350-408-55-3 VEHICLE SUSPENSION ROADARM SYSTEM			
Attachment 0018	57K6692 VEHICLE SUSPENSION ROADARM SYSTEM MOD KIT			
Attachment 0019	12520481 VEHICLE SUSPENSION ROADARM SYSTEM INSTALLATION INSTRUCTIONS			
Attachment 0020	RESERVED			
Attachment 0021	ASL, BII, STTE			
Attachment 0022	CONTROLLED UNCLASSIFIED INFORMATION GUIDELINES			
Attachment 0023	RESERVED			
Attachment 0024	RESERVED			
Attachment 0025	RESERVED			
Attachment 0026	TECHNICAL DOCUMENT DISCREPANCIES			

The following attachments are additional sub-attachments that are included in this contract:

Attachment 0006a	T-161 Track System Training and Support Package/Program of Instruction
Attachment 0006b	Configuration Item Development Specification (CIDS) for the Torsion Bar, Suspension
Attachment 0006c	Configuration Item Development Specification (CIDS) for Shock Absorber, Direct Action
Attachment 0008a	12496774 - Suspension Installation
Attachment 0008b	12496775 - Roadwheel Lifter
Attachment 0008c	7083799 - Track Fixture
Attachment 0008d	57K6723 - Center Guide Kit
Attachment 0008e	57K6724 - End Connector Kit
Attachment 0008f	57K6725 - Pad Kit
Attachment 0008g	12496790 - Molded Track Pin
Attachment 0008h	12496792 - Molded Track Block
Attachment 0008i	12496785 - Molded Track Pad
Attachment 0008j	12496789 - Track Link
Attachment 0008k	12367399 - Suspension Installation
Attachment 0008l	12496780 - Carrier, Drive Sprocket
Attachment 0008m	12496781 - Sprocket, Drive
Attachment 0008n	12496782 - Guard, Left Track
Attachment 0008o	12496783 - Guard, Right Track
Attachment 0008p	12496798 - Bumper (Guard, Shock Absorber)
Attachment 0008q	12496800 - Track Assy, Right
Attachment 0008r	12496790 - T161 Pin Assembly
Attachment 0008s	12520467 - Suspension Installation (T161 improved suspension)
Attachment 0008t	12488246 - Pad Nut
Attachment 0008u	12496786 - Pad Plate Assembly
Attachment 0008v	12496791 - Track Pin
Attachment 0008w	12496793 - Track Block
Attachment 0008x	12496794 - End Connector
Attachment 0008y	12496795 - Center Guide Wedge
Attachment 0008z	12496796 - Center Guide

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Attachment 0008aa	12496797 - Center Guide Cap
Attachment 0008ab	12496798 - Shock Guard
Attachment 0008ac	12555907 - End Connector Puller Base
Attachment 0008ad	12555908 - End Connector Puller Screw
Attachment 0008ae	12555909 - End Connector Puller
Attachment 0008af	12496785 - Track Pad
Attachment 0008ag	12496787 - Pad Plate
Attachment 0008ah	12496788 - Square Neck Bolt
Attachment 0011a	57K0391 - Repair Kit
Attachment 0011b	12296957 - Installing Tool Bearing
Attachment 0011c	2590157 - Drift Pin
Attachment 0011d	12298091 - T157-I Roadwheel Lifter
Attachment 0011e	12496775 - T161 Roadwheel Lifter
Attachment 0011f	5573615 - Puller Slide
Attachment 0011g	12298145 - Shock Absorber Remover
Attachment 0011h	12298092 - Torsion Bar Extractor
Attachment 0011i	12520465 - Torsion Bar
Attachment 0011j	12520482 - Torsion Bar Suspension
Attachment 0011k	RESERVED
Attachment 0011l	2586895 - Washer, Triangle
Attachment 0011m	12296766 - Ring, Retaining
Attachment 0011n	12296921 - Seal
Attachment 0014a	12296957 - Installing Tool Bearing
Attachment 0014b	12298145 - Shock Absorber Remover
Attachment 0014c	12298092 - Torsion Bar Extractor
Attachment 0014d	12520477 - Shock Absorber
Attachment 0014e	12520484 - Seal, Rubber
Attachment 0014f	12369310 - Seal, Non-Metallic Angle
Attachment 0017a	12520468 - Support Assembly Suspension
Attachment 0017b	12296957 - Installing Tool Bearing
Attachment 0017c	12298091 - T157-I Roadwheel Lifter
Attachment 0017d	12496775 - T161 Roadwheel Lifter
Attachment 0017e	12298145 - Shock Absorber Remover
Attachment 0017f	12298092 - Torsion Bar Extractor
Attachment 0017g	12520479 - Road Arm Bearing
Attachment 0017h	12520471 - Pivot Arm Assembly
Attachment 0017i	12520469 - Support Housing Assy, Suspension
Attachment 0017j	12328726 - Nut
Attachment 0017k	12328725 - Nut
Attachment 0017l	12296935 - Hub Assembly
Attachment 0017m	12296926 - Hub Cap
Attachment 0017n	10910174 - Washer
Attachment 0017o	12358858 - Bearing Assy
Attachment 0017p	12369947 - Lock Nut
Attachment 0017q	12298300 - Washer
Attachment 0017r	12350941 - Bearing Assy
Attachment 0017s	12296715 - Seal Assy
Attachment 0017t	12295554 - Seal
Attachment 0017u	11669450 - Seal Assy, Arm Assy to Spt Housing Assy
Attachment 0017v	10863380 - Washer, Special
Attachment 0017w	12297034 - Spacer
Attachment 0017x	12520473 - Arm Assembly
Attachment 0017y	12295542 - Bolt
Attachment 0017z	12295289 - Housing, Hub Cap
Attachment 0017aa	12295552 - Indicator (Sight Glass)
Attachment 0017ab	Quality Assurance Provision (QAP) Housing, Hub Cap
Attachment 0017ac	Quality Assurance Requirements (QAR) Hub, Roadwheel
Attachment 0017ad	Quality Assurance Provision (QAP) Bolt
Attachment 0017ae	12520476 - Road Arm Trunnion

*** END OF NARRATIVE J0001 ***

1. DATA ITEM NO: A002
2. TITLE OF DATA ITEM: Failure Analysis and Corrective Action Report (FACAR)
3. SUBTITLE: Product Quality Deficiency Reports Field Generated
4. AUTHORITY (Date of Acq Document No.): DI-SESS-81315B
5. CONTRACT REFERENCE: C.5.1, C.5.2
6. REQUIRING OFFICE: SFAE-GCS-ABCT-Q
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: D
10. FREQUENCY: See Block 16
11. AS OF DATE:
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS.SUB: See Block 16
14. DISTRIBUTION
 - A. ADDRESSEES: SFAE-GCS-ABCT-Q, DCMA
 - B. COPIES: DRAFT: 0 FINAL: 1 each
15. TOTAL: 2
16. REMARKS:

Block 9: Distribution D. Distribution authorized to the Department of Defense and US DoD Contractors only; Administrative or Operational Use; (insert date of CDRL submission). Other requests shall be referred to the U.S. Army Tank-Automotive Life Cycle Management Command (LCMC), ABCT Project Manager, ATTN: SFAE-GCS-ABCT-L, Warren, MI 48397-5000.

Blocks 10, 12 and 13: A category I PQDR is described as an item that could cause loss of life or catastrophic failure of a major weapon system. Category II PQDRs are all those which are not Category I. For category I PQDRs, the contractor shall deliver a Failure Analysis and Corrective Report (FACAR) within 72 hours after receipt. See PQDR, SF 368, for definition of categories. For all other PQDRs, the contractor shall submit a FACAR 30 calendar days after receipt of PQDR. If a final response is not ready for submittal, the contractor shall submit an interim response detailing the status of the investigation.

Block 14: All data deliverables shall be submitted to the PM-ABCT Bradley ECP Integrated Development Environment (IDE). The Contractor shall provide e-mail notification of data submissions to the COR and Government APM.

1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: Modification Work Orders Applied Report
3. SUBTITLE:
4. AUTHORITY (Date of Acq Document No.) SEE BLK 16
5. CONTRACT REFERENCE: C.7.5
6. REQUIRING OFFICE: SFAE-GCS-ABCT
7. DD250 REQ: LT
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: D
10. FREQUENCY: SEE BLK 16
11. AS OF DATE:
12. DATE OF FIRST SUB: SEE BLK 16
13. DATE OF SUBS.SUB: SEE BLK 16
14. DISTRIBUTION
 - A. ADDRESSEES: SFAE-GCS-ABCT
 - B. COPIES DRAFT FINAL
15. TOTAL: 3
16. REMARKS:

3

Block 4: The contractor shall deliver a report in Microsoft Excel format with the following information:

- a. Vehicle Variant
- b. NSN
- c. UIC
- d. Location
- e. Unit
- f. MWO
- g. Serial No.
- h. Reg. No.

- i. Date Applied
- j. Reported by

Block 9: Distribution D. Distribution authorized to the Department of Defense and US DoD Contractors only; Administrative or Operational Use; (insert date of CDRL submission). Other requests shall be referred to the U.S. Army Tank-Automotive Life Cycle Management Command (LCMC), ABCT Project Manager, ATTN: SFAE-GCS-ABCT-L, Warren, MI 48397-5000.

Blocks 10, 12 and 13: The contractor shall deliver a report no later than ten days after completion of installation of each Brigade set.

Block 14: All data deliverables shall be submitted to the PM-ABCT Bradley ECP Integrated Development Environment (IDE). The Contractor shall provide e-mail notification of data submissions to the COR and Government APM.

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- 1. DATA ITEM NO. A004
 - 2. TITLE OF DATA ITEM: Material Fielding and Transfer
 - 3. SUBTITLE: Material Requirements List (MRL)
 - 4. AUTHORITY (Date of Acq Document No.) AR 700-142
 - 5. CONTRACT REFERENCE: C.7.3
 - 6. REQUIRING OFFICE: SFAE-GCS-ABCT-L
 - 7. DD250 REQ: LT
 - 8. APP CODE: N/A
 - 9. DIST. STATEMENT REQUIRED: D
 - 10. FREQUENCY: See Block 16
 - 11. AS OF DATE:
 - 12. DATE OF FIRST SUB: See Block 16
 - 13. DATE OF SUBS.SUB: See Block 16
 - 14. DISTRIBUTION
 - A. SFAE-GCS-ABCT-L
 - B. COPIES
- | | | |
|--|-------|-------|
| | DRAFT | FINAL |
| | 1 | 1 |
- 15. TOTAL: 2
 - 16. REMARKS:

Block 4: Supply Data and Gaining Command information in the MRL shall include the following:

- a. Gaining Brigades command and control plan
- b. Primary end item gain organizations UIC and DoDAAC for all classes of supply to be issued.
- c. Ship to address and organizations POC
- d. Weapon Systems or End Item
- e. Components of the End Item (COEI)
- f. Basic Issue Items (BII)
- g. Special Tools and Test Equipment (STTE)
- h. Authorized Stockage Listing (ASL)
- i. Publications
- j. Organizations Concurrence and signature Page

Block 9: Distribution D. Distribution authorized to The Department of Defense and US DOD Contractors only; Administrative or Operational Use; (insert date of CDRL submission). Other requests shall be referred to the U.S. Army Tank-automotive Life Cycle Management Command (LCMC), ABCT Project Manager, ATTN: SFAE-GCS-ABCT-L, Warren, MI 48397-5000.

Blocks 10, 12 and 13: Delivery date of draft MRL shall correspond to scheduled NMIB and MRL Coordination Meetings. The Government has 15 days to review the preliminary draft. The contractor has 10 days, after receipt of Government comments, to prepare and deliver the final report.

Block 14: All data deliverables shall be submitted to the PM-ABCT Bradley ECP Integrated Development Environment (IDE). The Contractor shall provide e-mail notification of data submissions to the COR and Government APM. Data shall be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

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1. DATA ITEM NO. A005
 2. TITLE OF DATA ITEM: Request for Variance (RFV)
 3. SUBTITLE: Configuration Management
 4. AUTHORITY (Date of Acq Document No.) DI-SESS-81883
 5. CONTRACT REFERENCE: C.5.3
 6. REQUIRING OFFICE: SFAE-GSC-ABCT
 7. DD250 REQ: LT
 8. APP CODE: N/A
 9. DIST. STATEMENT REQUIRED: D
 10. FREQUENCY: As Required
 11. AS OF DATE:
 12. DATE OF FIRST SUB: As Required
 13. DATE OF SUBS.SUB: As Required
 14. DISTRIBUTION
 - A. ADDRESSEES: SFAE-GCS-ABCT
 - B. COPIES

	DRAFT	FINAL		
	1		Reg	Repro
		1		
 15. TOTAL: 1 DRAFT, 1 FINAL
 16. REMARKS:

Request for Variance (RFV) submissions shall be sent to jeffrey.d.scannell2@mail.mil and Daniel.g.lam.civ@mail.mil.

The Point of Contact for WINDCHILL PDMLink questions may be directed to Jeff Scannell, 586.282.9687 or Jeffrey.d.scannell2.civ@mail.mil.
(Alternate: Daniel Lam, 586.282.5299, Danielle.g.lam.civ@mail.mil)

Prepare RFVs using MICROSOFT OFFICE or ADOBE products. Create RFV text files using the WINDCHILL PDMLink resident software format, Standard Generalized Markup Language (SGML). Create enclosures and figures using widely accepted software formats of MICROSOFT OFFICE or ADOBE products. Use graphic formats that are accepted by the PDMLink Product View, for attaching engineering drawings, photographs, and illustrations. Acceptable graphic formats include CALS Group 4 Raster (.C4), JPEG, TIF, GIF, PDF, PCX, GCM, Windows Bitmap, or Windows Metafile.

RFV identifying numbers shall be assigned by the contractor. The numbers sequence shall run consecutively and shall not total over 15 characters, to include any dashes or revision identifiers. The RFV numbers shall be unique once assigned and retained for all subsequent submissions. The contractor may submit revised RFDs by using the original number and adding a suffix of R1,, R2, etc.

Block 9: Distribution D. Distribution authorized to The Department of Defense and US DOD Contractors only; Administrative or Operational Use; (insert date of CDRL submission). Other requests shall be referred to the U.S. Army Tank-automotive Life Cycle Management Command (LCMC), ABCT Project Manager, ATTN: SFAE-GCS-ABCT-L, Warren, MI 48397-5000.

Block 14: All data deliverables shall be submitted to the PM-ABCT Bradley ECP Integrated Development Environment (IDE). The Contractor shall provide e-mail notification of data submissions to the COR and Government APM. Data shall be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.