

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative			
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative			
			32g. E-Mail of Authorized Government Representative			
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment		37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
38. S/R Account No.		39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer			41c. Date		42b. Received At (Location)	
			42c. Date Rec'd (YY/MM/DD)		42d. Total Containers	

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

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PIIN/SIIN W56HZV-13-R-0061

MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: KARY JASMUND
Buyer Office Symbol/Telephone Number: CCTA-ATA-C/(586)282-7234
Type of Contract: Firm Fixed Price
Kind of Contract: System Acquisition Contracts

*** End of Narrative A0000 ***

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0061

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

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

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

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

(e) Note to offerors:

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 82
	PIIN/SIIN W56HZV-13-R-0061	MOD/AMD

Name of Offeror or Contractor:

1. Solicitation W56HZV-13-R-0061 is for the Urban Operations Squad Set and will be issued as a Small Business Set Aside, resulting in a 3-year, firm-fixed price, Requirements Contract. The Description for Purchase (DFP ECB 047), Attachment 0001, defines all of the requirements for the Urban Operations Squad Set.
2. This solicitation will utilize the Best value approach of Lowest Price Technically Acceptable (LPTA) source selection process in accordance with FAR 15.101-2. The best value is expected to result from selection of a technically acceptable proposal with the lowest evaluated price. Reference Sections L&M for further information.
3. The Government intends to award one contract for the Urban Operations Squad Set to the one offeror whose proposal offers the best overall value to the Government based on the evaluation criteria set forth in Section "Evaluation Factors For Award."
4. Offerors MUST enter all prices in the following attachments in lieu of Section B, "Supplies or Services and Prices/Cost:"
 - Attachment 0002 - Price Evaluation Sheet (PES)
 - Attachment 0003- Tool Load
 - Attachment 0004 - Replacement Item Cost For Warranty Website Orders
5. It is anticipated that the Government will utilize "Ship In Place" in which a delivery order will be placed and the Contractor will be given the shipping instructions/locations and quantities via a contract modification at a later date and will be responsible for sending the Urban Operations Squad Kits directly to the units. Please reference Narrative F.1 for further information.
6. Initial Product Verification Test Unit (PVTU) (CLIN 0011) is required for this requirement. All costs for inspections and testing are to be borne by the contractor and shall be included in the PVTU cost (Attachment 0002). PVTU will not be waived.
7. BERRY AMENDMENT GUIDANCE:
The Description for Purchase has identified components that fall under Federal Supply Classes 51 and 52. All components listed as Federal Supply Classes 51 or 52 are subject to the Berry Amendment. See Section "Instructions, Conditions, and Notices to Offerors" for additional guidance.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>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.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE CONTRACT YEAR.</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH CONTRACT FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>@@</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p> <p>HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF1449 COVER</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>SHEET.</p> <p>SEE PARAGRAPH (D) OF CLAUSE 52.204-4016, TACOM-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER. @@@</p> <p>(End of narrative A001)</p> <p><u>INITINAL PRODUCT VERIFICATION TEST UNIT</u></p> <p>GENERIC NAME DESCRIPTION: URBAN OPERATIONS SQUAD SET FSCM: 5B5M3 PART NR: DFP ECB 047</p> <p>CLIN 0011 - Initial Product Verification Test Unit will be inspected/accepted by Government representatives, ECBC Engineering Team (Rock Island, IL) prior to approval to build production units.</p> <p>(End of narrative A002)</p> <p>Please see the Price Evaluation Sheet(Attachment 0002) to enter price.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p>(End of narrative B001)</p> <p>Reference Section E, Product Verification Test/Approval (Contractor Testing)</p> <p>(End of narrative B002)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 04-NOV-2013</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-R-0061 **MOD/AMD**

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Reference Narrative F.1 for Anticipated Shipping Locations.</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0021	<p><u>PRODUCTION QUANTITY FIRST ORDERING YEAR</u></p> <p>GENERIC NAME DESCRIPTION: URBAN OPERATIONS SQUAD SET FSCM: 5B5M3 PART NR: DFP ECB 047</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>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>150</td> <td>\$</td> </tr> </tbody> </table> <p>Please see the Price Evaluation Sheet (Attachment 0002) to see ranges, weights, and to enter prices.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 04-NOV-2013</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Reference Narrative F.1 for Anticipated Shipping Locations.</p> <p style="text-align: center;">(End of narrative F001)</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	25	\$	26	50	\$	51	100	\$	101	150	\$			See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	25	\$																		
26	50	\$																		
51	100	\$																		
101	150	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0022	<p><u>PRODUCTION QUANTITY SECOND ORDERING YEAR</u></p> <p>GENERIC NAME DESCRIPTION: URBAN OPERATIONS SQUAD SET FSCM: 5B5M3 PART NR: DFP ECB 047</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>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>150</td> <td>\$</td> </tr> </tbody> </table> <p>Please see the Price Evaluation Sheet (Attachment 0002) to see ranges, weights, and to enter prices.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 04-NOV-2013</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Reference Narrative F.1 for Anticipated Shipping Locations.</p> <p style="text-align: center;">(End of narrative F001)</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	25	\$	26	50	\$	51	100	\$	101	150	\$			See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	25	\$																		
26	50	\$																		
51	100	\$																		
101	150	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0023	<p><u>PRODUCTION QUANTITY THIRD ORDERING YEAR</u></p> <p>GENERIC NAME DESCRIPTION: URBAN OPERATIONS SQUAD SET FSCM: 5B5M3 PART NR: DFP ECB 047</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>25</td> <td>\$</td> </tr> <tr> <td>26</td> <td>50</td> <td>\$</td> </tr> <tr> <td>51</td> <td>100</td> <td>\$</td> </tr> <tr> <td>101</td> <td>150</td> <td>\$</td> </tr> </tbody> </table> <p>Please see the Price Evaluation Sheet (Attachment 0002) to see ranges, weights, and to enter prices.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: DFP ECB 047 DATE: 04-NOV-2013</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Reference Narrative F.1 for Anticipated Shipping Locations.</p> <p style="text-align: center;">(End of narrative F001)</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	25	\$	26	50	\$	51	100	\$	101	150	\$			See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
1	25	\$																		
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0061 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	<p><u>FIRST ORDERING YEAR</u></p> <p>GENERIC NAME DESCRIPTION: REPLACEMENT ITEMS (WEBSITE)</p> <p>Please see Replacement Item Cost Spreadsheet (Attachment 0004) and Price Evaluation Sheet(Attachment 0002) to enter prices.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p>(End of narrative B001)</p> <p>Reference H.1 for Warranty Website Requirements.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0061 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	<p><u>SECOND ORDERING YEAR</u></p> <p>GENERIC NAME DESCRIPTION: REPLACEMENT ITEMS (WEBSITE)</p> <p>Please see Replacement Item Cost Spreadsheet (Attachment 0004) and Price Evaluation Sheet(Attachment 0002) to enter prices.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p>(End of narrative B001)</p> <p>Reference H.1 for Warranty Website Requirements.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0061 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	<p><u>THIRD ORDERING YEAR</u></p> <p>GENERIC NAME DESCRIPTION: REPLACEMENT ITEMS (WEBSITE)</p> <p>Please see Replacement Item Cost Spreadsheet (Attachment 0004) and Price Evaluation Sheet(Attachment 0002) to enter prices.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p>(End of narrative B001)</p> <p>Reference H.1 for Warranty Website Requirements.</p> <p>(End of narrative B002)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-13-R-0061 **MOD/AMD**

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p><u>YEAR ONE STORAGE</u></p> <p>PROGRAM YEAR: 1</p> <p>Reference Section C, Statement of work for storage</p> <p>(End of narrative B001)</p> <p>Please see the Price Evaluation Sheet(Attachment 0002) to enter price.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	<p><u>YEAR TWO STORAGE</u></p> <p>PROGRAM YEAR: 2</p> <p>Reference Section C, Statement of work for storage</p> <p>(End of narrative B001)</p> <p>Please see the Price Evaluation Sheet(Attachment 0002) to enter price.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	<p><u>YEAR THREE STORAGE</u></p> <p>PROGRAM YEAR: 3</p> <p>Reference Section C, Statement of work for storage</p> <p>(End of narrative B001)</p> <p>Please see the Price Evaluation Sheet(Attachment 0002) to enter price.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p>(End of narrative B001)</p> <p><u>DIGITAL IMAGES</u></p> <p>Digital Images are in accordance with CDRL A005 and SOW in Section C of the Contract.</p> <p>(End of narrative B001)</p> <p>Please see the Price Evaluation Sheet(Attachment 0002) to enter price.</p> <p>PLEASE DO NOT ENTER PRICES IN THIS SECTION.</p> <p>(End of narrative B002)</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK FOR
COMMERCIAL MANUALS/COMMERCIAL OF THE SHELF (COTS) LITERATURE

C.1.1 **PURPOSE:** Under this Statement of Work (SOW), the contractor shall deliver an Urban Operations Squad Set (UOpSS) Manual. The contractor shall produce a compilation of all Original Equipment Manufacturers (OEM) owners manuals, component literature, and supplemental data for equipment listed in table 1 below. The contractor shall include a copy of this manual with each UOpSS after the manual has been approved by the Government.

2. **APPLICABLE DOCUMENTS:** Description for Purchase (DFP) ECB 047, Engineer Equipment Set, Urban Operations, Squad.

3. **REQUIREMENTS:**

3.1. **Manual:** The contractor shall submit a completed UOpSS manual containing all UOpSS component OEM owners manuals/literature listed in table 1 below IAW CDRL A002. The manual shall be packed in the shipping crate in a weatherproof resealable bag.

3.1.1 **Literature:** Manuals/Literature includes simple instruction sheets, parts lists, caution sheets, caution labels, contractor contact info, warranty information, and illustrations.

3.1.2 **Supplemental data:** Any data that augments or complements a commercial off-the-shelf manual whether by change, correction, or addition to make the manual acceptable for use by the Department of Defense.

3.2. **Format:** The UOpSS manual shall be no more than two volumes and conform to the following:

3.2.1. **Comprehensibility/readability/legibility:** The completed manual shall be written for the target audience in a language free of vague and ambiguous terms, using the simplest words and phrases that will convey the intended meaning. The type shall be an easy-to-read size (i.e., no smaller than 6 points for pocket-size manuals and no smaller than 8 points for all other size manuals).

3.2.2. **Size:** The manual shall have a page size of 8.5 x 11.

3.2.3. **Inclusion:** As applicable, the manuals shall include the following:

3.2.4. **Front Cover:** The manual shall have a cover, title page, or first page showing the date the manual was issued, revision designator (if applicable), the manufacturer's identification name and address, the equipment name, the manufacturer's model designation, serial or identification numbers for the equipment covered, and copyright release statement.

3.2.5. **Table Of Contents:** The manual shall have a table of contents to guide users to the appropriate sections of the manual.

3.26. **Binding:** the manual shall be bound using an adhesive (perfect) binding.

3.3. **Delivery:** The contractor shall submit the completed UOpSS manual IAW CDRL A002.

TABLE 1

Item	Nomenclature
3.16.4	Camera, Scope Thermal Image Digital
3.16.8	Headset
3.16.11	Hook, Grapnel
3.16.13	Ladder, Kit Urban Assault
3.16.21	Shield, Ballistic
3.16.22	Rappelling Kit
3.16.25	Tool Set, Breaching
3.16.27	Burner, DVD, Portable
3.16.28	Saw Kit, Breaching

3.4. **COPYRIGHT RELEASE:** Copyright release letters shall be provided to the Procuring Contracting Officer (PCO) and System Acquisition Manager (SAM) 4 weeks prior to the delivery of the tool kits for all manuals and COTS literature associated with this SOW. The signed copyright release letters shall give the Government and contractor the unconditional right to reproduce and use any copyrighted information, including that for subcontractor components and parts, included with the kits.

Name of Offeror or Contractor:

4.0. QUALITY ASSURANCE PROVISIONS: The contractor shall ensure the content, accuracy and consistency of the UOpPS of the overall manual and that manual meets the requirements listed in paragraph 3.2 of the DFP.

5.0. PACKAGING: The contractor shall package the required manuals (1 per) with each set in a fashion to prevent the manuals from being damaged by the set itself, the packaging, or any outside environmental conditions (rain, snow, heat, and cold).

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**Name of Offeror or Contractor:**

STATEMENT OF WORK FOR  
TOOL KIT SUBSET COMPONENTS LIST

C.2.1. PURPOSE: This Statement of Work (SOW) is applicable to the delivery by the contractor of a tool kit Component/Subset Components List as provided within the solicitation/contract. The intent of this SOW is to obtain a list of all tool kit components and subset components that make up any sub kit or set of the Urban Operations Squad Set (UOpSS) for inclusion in the Supply Catalog and to post on the PM SKOT Warranty Website.

2. APPLICABLE DOCUMENTS: Description for Purchase (DFP) ECB-047, Engineer Equipment Set, Urban Operations, Squad.

3. REQUIREMENTS:

3.1. List: The contractor shall submit a complete list of the tool kit components and subset components for any sub kit or set in accordance with CDRL A003. If items in a sub kit are only available as part of a complete kit, and therefore no components are available individually, this must be stated in the list. The lists shall contain a detailed breakdown of all components, even those that make up a kit. An Excel spreadsheet shall be provided that contains all components, to include all components/subcomponents of each kit, and identifies nomenclature, manufacturer's part number and cage code, NSN when known, type of warranty, warranty start date, detailed location (box/case/layer/etc). The listed information must be consistent throughout the entire data set. See below example.

| Para Number | Nomenclature/Description | Cage  | PN/NSN      | Unit | Qty | Wty |
|-------------|--------------------------|-------|-------------|------|-----|-----|
| 3.16.25     | Tool Set, Breaching      |       | CETMBK002   | KT   | 1   | M   |
| 3.16.25.1   | Carrying Case, Wheeled   | 4BOU5 | CETMBKMC    | EA   | 1   | M   |
| 3.16.25.2   | Ram, Door, Mini          | 4BOU5 | CETMBKMC    | EA   | 1   | M   |
| 3.16.25.3   | Hammer, Sledge           | 4BOU5 | ALTI-9427S6 | EA   | 1   | M   |
| 3.16.25.4   | Tool, Hinge, Breaker     | 4BOU5 | ALTI-9429HB | EA   | 1   | M   |
| 3.16.25.5   | Tool, Bolt Cutters       | 4BOU5 | BC-001      | EA   | 1   | M   |
| 3.16.25.6   | Tool, Haligan            | 4BOU5 | ALTI-9429HB | EA   | 1   | M   |
| 3.16.25.7   | Kit, Tool Repair         | 4BOU5 | CETRKT      | EA   | 1   | M   |
| 3.16.25.8   | DVD, Instructional       | 4BOU5 | CETRKT      | EA   | 1   | M   |

3.2. Format: The list should be provided in Microsoft Excel format.

3.3. Inclusions: The list shall include the following for each component:DFP paragraph number, nomenclature, cage code, part number/NSN, unit of issue, quantity, warranty, case number, and layer number.

3.4. Delivery. The contractor shall submit the complete list of the tool kit subset components within 45 days of contract award to the individuals specified in Block 14 of the Contract Data Requirements List (CDRL) A003.

4.0. QUALITY ASSURANCE PROVISIONS: The contractor shall assume full responsibility to assure the accuracy and consistency of the listed items, and that the list is in the proper format. The Procuring Contracting Officer (PCO) may reject any list that is not provided in the designated electronic format, is missing information or is hand-written. In the event of rejection, the contractor shall bear the responsibility to provide a new list at no additional cost to the government within the timeframe set forth in paragraph 3.4.

5.0. PACKAGING:

5.1. All deliverables required in this SOW shall be packaged utilizing best commercial practice provided they meet the requirements of this SOW.

5.2. Deliverables to the PCO shall be sent via email in accordance with this SOWs requirements/timeframes.

6.0. INTENDED USE: The intent of this SOW is to obtain a list of all tool kit components and subset components, listed in case and layer order, that make up any sub kit or set of the Urban Operations Squad Set for inclusion in the Supply Catalog and to post on the PM SKOT Warranty Website.

6.1 CDRL: Contract Data Requirements List. The solicitation/contract has a separate data item, A003 CLIN 0051 for this digital list requirement so that this cost doesnt become a hidden cost.

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Name of Offeror or Contractor:

STATEMENT OF WORK FOR DIGITAL IMAGES

C.4.1 PURPOSE: This Statement of Work (SOW) is applicable to the delivery by the contractor of digital images of tool set/kit components and the overall set/kit as provided within the solicitation/contract. The intent of this SOW is to obtain digital images of the Urban Operations Squad Set (UOpSS) to post on the PM SKOT Warranty Website and use in the UOpSS Supply Catalog (SC).

2. APPLICABLE DOCUMENTS: Description for Purchase (DFP) ECB 047 UOpSS.

3. REQUIREMENTS:

3.1. Individual Component Images: The contractor shall provide digital images of each component that is specified within Table 4, the component list of the DFP ECB-047 unless a specific component is exempted in the solicitation/contract. The digital images shall be color photographs of a sufficient resolution and quality that they can be clearly viewed on a government prepared web site. The file shall be a .jpeg format. The filename of each image shall be the Part Number of that individual tool with the .jpeg extension.

3.2. Set/Kit Images: The contractor shall provide a total of one (1) color digital image of the Urban Operations Squad Set. The image shall be of sufficient resolution and quality so that it can be clearly viewed on a government owned web site. The digital image shall be a .jpeg format.

3.3. The contractor shall provide copyright release letters to the Procuring Contracting Officer (PCO) and the System Acquisition Manager (SAM) along with the digital images on or before the date the digital images are to be delivered in accordance with CDRL A005. The signed copyright release letters shall give the Government the unconditional right to reproduce and use all of the digital information provided within this SOW.

3.4. Delivery. The contractor shall provide digital images to the Government 30 days after Product Verification test approval. The Government will review the digital images and provide feedback to the contractor within 15 days of receipt of all digital images. The contractor shall incorporate the Governments recommended changes into the digital images and resubmit to the Government NLT 15 days after receipt of Government recommended changes. The contractor shall provide two copies of the digital images to the Government: One copy shall be delivered to the PCO, the second copy shall be provided to the SAM. Both copies shall be on a CD ROM with paper copyright release letters.

4.0. QUALITY ASSURANCE PROVISIONS: The contractor shall assume full responsibility to assure the digital images are of sufficient quality and in the proper format. The PCO may reject any images that are blurred, too dark, too light or of otherwise poor quality. In the event images are rejected, the contractor shall bear the responsibility to provide new images at no additional cost to the Government within the timeframe set forth in paragraph 3.4.

5.0. PACKAGING:

5.1. All deliverables required in this SOW shall be packaged utilizing best commercial practice provided they meet the requirements of this SOW.

5.2. Deliverables to the PCO shall be sent via a method determined by the contractor provided that method ensures delivery in accordance with this SOWs requirements/timeframes to the addresses provided in section 14 of CDRL A005.

6.0. INTENDED USE: The intent of this SOW is to obtain digital images of individual components for posting on the PM SKOT Warranty Web site and for use in the SC.

6.1 CDRL: Contract Data Requirements List. The solicitation/contract has a separate data item, A005 CLIN 0051 for this digital image requirement so that this cost doesnt become a hidden cost.

6.2. Copyright Release Letter: The contractor shall provide a copyright release letter along with the digital images on or before the date the digital images are to be delivered; the letter shall state that all digital photos required by CDRL A005 may be used and distributed in a public forum.

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

The Contractor shall meet the requirements of Description For Purchase (DFP) ECB 047 set forth in Section J (Attachment 0001) attached hereto and made part of this document.

\*\*\* END OF NARRATIVE C0002 \*\*\*

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## PACKAGING AND MARKING

|   | <u>Regulatory Cite</u>    | <u>Title</u>                        | <u>Date</u> |
|---|---------------------------|-------------------------------------|-------------|
| 1 | 52.211-4503<br>TACOM (RI) | PACKAGING REQUIREMENTS (COMMERCIAL) | DEC/2007    |

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein.

The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: 1

1. Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

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

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

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

3. Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

4. Intermediate Package - Intermediate packaging is required whenever one or more of the following conditions exists:

- the quantity is over one (1) gross of the same national stock number,
- use enhances handling and inventorying,
- the exterior surfaces of the unit pack is a bag of any type, regardless of size,
- the unit pack is less than 64 cubic inches,
- the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

5. Packing

5.1 Unit packages and intermediate packages meeting the requirements for a shipping container may be utilized as a shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

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

7. Marking:

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

8. Hazardous Materials (as applicable):

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

8.2 When applicable, the packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

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

8.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

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

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

In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

10. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

11. SUPPLEMENTAL INSTRUCTIONS:

The Engineer Equipment Set, Urban Operations, Squad (EES) shall be placed into a covered wooden crate fabricated in accordance with (IAW) ASTM D6256/D6256M, Type II, Class 2, Style A, Treatment B. The crate shall be sealed in such a manner that the items contained within it cannot be damaged by environmental elements. This will serve as the unit pack and shipping container for the EES. In addition to the exterior shipping container marking requirements specified, each crate shall be permanently marked with the NSN and serial number of the enclosed set on all four sides of the crate. The marking shall be large enough for an individual to read from at least a distance of 10 ft.

Each component of the EES shall be placed in its own unit pack container. The quantity per unit package for each component may be the quantity specified in the DFP unless otherwise noted. Any necessary blocking, bracing, cushioning, and VCI protection should also be included for each item in the crate to ensure all items are delivered without any damage or corrosion. Where VCI is used, natural or synthetic rubber, optical systems, or precision moving parts shall be heat sealed in a bag conforming to MIL-DTL-117, Type-II, Class-E, to prevent exposure to vapors. All electric or battery operated devices and batteries need to be placed in a heat sealed bag conforming to MIL-DTL-117, Type-II, Class-E. Desiccant and VCI shall not be present in the same pack. All items listed in the DFP called a Kit/Set, shall be consolidated into one unit package and a packing list shall be provided for each Kit/Set. All individually packaged components need to be consolidated into fiberboard containers fabricated IAW Table 3 of ASTM D5118/D5118M, Style RSC. Each consolidated

|                           |                                                                                                      |                      |
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fiberboard container needs to be supplied with a packing list.

Manuals, parts lists, and warranty information shall be packed in sealed water proof packaging that is reusable, i.e. zip lock bag. Packing Lists shall be sealed in water-resistant envelopes and secured to the exterior of the load or container in the most protected location.

In accordance with paragraph 7.3 - 7.3.2 of ASTM D3951, packaging shall successfully pass test levels of ASTM D 4169, Distribution Cycle 18, Assurance Level ( 1 for OCONUS shipments, or II for CONUS shipments), Acceptance Criterion 3. Testing shall be witnessed by the Government Quality Assurance Representative. Packaged gross weight and size shall be included on the test report as well as a detailed description of the packaging. The Contractor is exempted from testing if previous data for same or similar items can be provided (see Para. 5.6 of MIL-STD-2073-1D) and is acceptable to the Government. Contractor shall furnish the Contracting Office with shipping size and weight prior to shipment of first article.

(DS6422)

(End of Clause)

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## INSPECTION AND ACCEPTANCE

|   | <u>Regulatory Cite</u>            | <u>Title</u>                                           | <u>Date</u> |
|---|-----------------------------------|--------------------------------------------------------|-------------|
| 1 | 52.246-2                          | INSPECTION OF SUPPLIES--FIXED-PRICE                    | AUG/1996    |
| 2 | 52.246-4534<br>TACOM LCMC<br>(RI) | PERFORMANCE VERIFICATION TESTING (CONTRACTOR FACILITY) | DEC/1997    |

(a) Subsequent to completion of both contractor and Government inspection/verification actions, a test sample consisting of 1 fully loaded kit shall be selected by the Government Quality Assurance Representative (QAR) for 1 Test.

(b) The test shall be conducted at the contractor's facility. A copy of the contractor's inspection/test results shall be provided with the test sample. The contractor shall notify the Contracting Officer in writing at least 15 calendar days prior to initiation of the (each) test. The contractor shall also provide a copy of such notification to Jason Fleming, jason.g.fleming.civ@mail.mil a minimum of 15 days prior to the test and to the QAR.

(c) The test sample shall be examined and/or tested in accordance with the DFP requirements and applicable contract provisions.

(d) Within 30 days after completion of the test, the Contracting Officer (or designated representative) shall provide notification to the Contractor as to the approval, disapproval, or conditional approval of the performance verification test. Unless authorized by the Contracting Officer, the lot from which the test sample was taken shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the Performance Verification Test samples have been approved/conditionally approved.

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

(f) If any test sample fails to meet any applicable contractual requirement, the lot or batch from which the test sample was drawn shall be considered to be rejected. The contractor shall take immediate corrective action, both to correct the deficiency/nonconformance and to prevent recurrence of the deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include basic issue items and/or repair parts) either in-process of final assembly, which have been produced or are in production since the last successful Performance Verification Test. In addition, the provisions of any warranty clause contained in the contract shall apply. Upon completion of the corrective action, the contractor shall resubmit a sample for Performance Verification testing. Any and all costs associated with testing the additional Performance Verification Test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicable for the costs associated with the additional testing resulting from failure of the test sample to meet the applicable contractual requirements.

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

(h) Unless otherwise specified, the initial production/confirmatory test units shall be considered to be destructively tested. At the Contracting Officer's discretion, the initial production/confirmatory test units, and any unused repair parts, may be returned to the contractor for refurbishing, and may subsequently be shipped as deliverable items under the terms of the contract. Any refurbished test units shall meet all contract requirements; inspection and acceptance of any refurbished test units shall be conducted in accordance with contract requirements. Any costs to refurbish the test units shall be subject to negotiation between the contracting Officer and the contractor.

(ES6041)

(End of Clause)

|   |                        |                                          |          |
|---|------------------------|------------------------------------------|----------|
| 3 | 52.246-4028<br>(TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | NOV/2005 |
|---|------------------------|------------------------------------------|----------|

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

INSPECTION POINT: \_\_\_\_\_



|                           |                                                                                                         |                      |
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title shall be rendered inoperable and disposed of as scrap by the Contractor.

(ES7011)

(End of Clause)

E.1 PRODUCT VERIFICATION TEST/APPROVAL (CONTRACTOR TESTING)

E.1.1 The Product Verification Test (PVT) shall consist of one (1) Urban Operation Squad Kit, which shall be examined and tested in accordance with contract requirements and the Description for Purchase (DFP) ECB 047.

E.1.2 The PVT unit shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production.

E.1.3 The Contractor shall provide to the Procuring Contracting Officer and Daniel Cutter, Daniel.c.cutler2.civ@mail.mil and Mike Rivers, Michael.rivers2@us.army.mil at least 15 calendar days advance notice (in writing) of the scheduled date, time and location of the PVT, so that the Government may witness the tests.

E.1.4 A PVT Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including suppliers and vendors inspection records and certifications, when applicable) IAW CDRL A001. The PVT Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each DFP requirement. Evidence of the Governments Quality Assurance Representatives (QAR) verification shall be provided. Within seven (7) calendar days from the PVT completion, one copy of the PVT Test Report shall be submitted in accordance with CDRL A001.

E.1.5 Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the PVT. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the DFP and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

E.1.6 If the PVT is disapproved, the Contractor, upon Government request, shall repeat any or all of the PVT requirements. After each request for additional PVT, the Contractor shall make any necessary changes, modifications, or repairs to the test units or select other new sample units for testing. All costs related to these subsequent PVT's are to be borne by the Contractor, including any and all costs for additional PVT following disapproval. The Contractor shall then conduct the PVT and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government will take action on this report within the time specified in paragraph E.1.5 above. The Government reserves the right to require a downward equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these repeat PVT.

E.1.7 If the Contractor fails to deliver any PVT report on time, or the Contracting Officer disapproves any PVT test report, the Contractor may be deemed to have defaulted within the meaning of FAR Clause 52.212-4, paragraph m, which is incorporated in this contract.

E.1.8 Unless otherwise provided in the contract and if the approved PVT units are not damaged or destroyed in testing, the Contractor may deliver the approved PVT units as part of the contract quantity if they meet all contract requirements for acceptance.

E.1.9 If the Government does not act within the time specified in paragraph E.1.5 or E.1.6 above, the Contracting Officer may, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

E.1.10 Before PVT approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before PVT approval, the costs thereof shall not be allocable to this contract for

(1) Progress payments, or

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

E.1.11 Additional PVT or portion thereof may be ordered by the Contracting Officer in writing when (i) whenever there is a lapse in production for a period in excess of 90 days, or (ii) whenever a change occurs in the place of performance, manufacturing process, material used, specification or source of supply. When conditions (i) or (ii) above occur, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for additional PVT or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional PVT resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

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## DELIVERIES OR PERFORMANCE

|   | <u>Regulatory Cite</u> | <u>Title</u>                               | <u>Date</u> |
|---|------------------------|--------------------------------------------|-------------|
| 1 | 52.211-17              | DELIVERY OF EXCESS QUANTITIES              | SEP/1989    |
| 2 | 52.242-17              | GOVERNMENT DELAY OF WORK                   | APR/1984    |
| 3 | 52.247-34              | F.O.B. DESTINATION                         | NOV/1991    |
| 4 | 52.247-48              | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT   | FEB/1999    |
| 5 | 252.211-7007           | REPORTING OF GOVERNMENT-FURNISHED PROPERTY | AUG/2012    |
| 6 | 252.211-7003           | ITEM IDENTIFICATION AND VALUATION          | JUN/2013    |

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"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.

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

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

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

(c) Unique item identifier.

- (1) The Contractor shall provide a unique item identifier for the following:
  - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.
  - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

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

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number NONE.

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

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

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

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

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

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

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

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

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

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

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

(ii) The issuing agency code

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Governments unit acquisition cost.

(11) Unit of measure.

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

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

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

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

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

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

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

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

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

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

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

(11) Description.

\*\* Once per item.

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

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

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

(End of clause)

7 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION

SEP/2011

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I--Packaged operational rations.
- (B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class III--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV--Construction and barrier materials.
- (E) Class VI--Personal demand items (non-military sales items).
- (F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

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

- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--
- (B) The following location(s) deemed necessary by the requiring activity:

| Contract line,<br>subline, or exhibit<br>line item number | Location name          | City          | State | DoDAAC |
|-----------------------------------------------------------|------------------------|---------------|-------|--------|
| 0011                                                      | Sierra Army Depot      | Herlong,      | CA    | W62G2X |
|                                                           | Letterkenny Army Depot | Chambersburg, | PA    | W90CGJ |
| 0021-0023                                                 | Sierra Army Depot      | Herlong,      | CA    | W62G2X |
|                                                           | Letterkenny Army Depot | Chambersburg, | PA    | W90CGJ |



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(ii) If PVT is not required; PVT is waived; or for subsequent delivery orders to be delivered after initial PVT approval with first delivery order, start deliveries 60 days after delivery order date.

(iii) You will deliver 30 units every thirty days.

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

(d) Accelerated delivery schedule IS acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If PVT is required, deliveries will start \_\_\_ days after the delivery order date; or

(ii) If PVT is not required or FAT is waived, deliveries will start \_\_\_ days after delivery order date.

[End of clause]

|   |             |                                       |          |
|---|-------------|---------------------------------------|----------|
| 9 | 52.247-4457 | LONG TERM CONTRACTS - FOB DESTINATION | OCT/1999 |
|   | (TACOM)     |                                       |          |

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

See Narrative F0001 for expected ship to locations with estimated quantities.

However, any OCONUS shipments that are not sent directly to units listed in Narrative F0001 are expected to be shipped to Letterkenny Army Depot. Any CONUS shipments will be sent to Sierra Army Depot.

(End of Clause)

|    |             |                                                                  |          |
|----|-------------|------------------------------------------------------------------|----------|
| 10 | 52.247-4017 | DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR | NOV/2009 |
|    | (TACOM)     | ADDRESSES                                                        |          |

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

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

|                   |        |                                                                                                                          |                                                                                                                          |                                                                                              |
|-------------------|--------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 875670/<br>875675 | W62G2T | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
|-------------------|--------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

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|                   |        |                                                                     |                                                                       |                                                                                  |
|-------------------|--------|---------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------|
| 471995/<br>471996 | W31G1Z | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL         | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL           | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021        |
| 209741/<br>209770 | W25G1R | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150 |
| 661136/<br>661157 | W45G19 | Transportation Officer<br>Red River Army Depot,<br>Defense, TX      | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX      | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000      |
| 764538/<br>764535 | W67G23 | Transportation Officer<br>Tooele Army Depot,<br>Warner, UT          | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT            | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT 84074-5003            |

\*\*\*SPLC indicates Standard Point Locator Code.NOTE: The following is applicable only when so specified in an individual order or delivery increment:

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

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

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**Name of Offeror or Contractor:**

## F.1 Anticipated Shipping Locations

Below are the locations and quantities of the Urban Operations Squad Sets that will be Fielded between FY 14 and FY 15. Only FY 14 and FY 15 Fielding Schedules are available at this time, and it is not likely that the FY 16 schedule will be developed before close of this Solicitation. Please use this information for FOB Destination purposes taking into consideration that FY 16 Fieldings will be similar in destinations and quantities. \*Locations and Quantities are Subject to Change\*

## F.1.1 FY 14 Anticipated Schedule

| Location                  | Estimated Number of Urban Operation Squad Sets |
|---------------------------|------------------------------------------------|
| Alaska, Ft. Richardson    | 8                                              |
| Alabama, Marion           | 3                                              |
| California, Sacramento    | 3                                              |
| California, Mare Island   | 9                                              |
| California, Bell          | 4                                              |
| Florida, Tallahassee      | 9                                              |
| Florida, West Palm Beach  | 6                                              |
| Florida, Tampa            | 3                                              |
| Georgia, Ft. Steward      | 9                                              |
| Georgia, Ft. Gordon       | 3                                              |
| Georgia, Ft. Steward      | 3                                              |
| Indiana, Danville         | 3                                              |
| Kansas, Dodge City        | 9                                              |
| Kansas, Ft. Riley         | 3                                              |
| Kansas, Pittsburg         | 4                                              |
| Kansas, Ft. Riley         | 3                                              |
| Kansas, Ft. Riley         | 3                                              |
| Kentucky, Ft. Campbell    | 8                                              |
| Kentucky, Ft. Thomas      | 4                                              |
| Kentucky, Ft. Campbell    | 3                                              |
| Kentucky, Ft. Campbell    | 3                                              |
| Louisiana, Ft. Polk       | 3                                              |
| Louisiana, Plaquemine     | 8                                              |
| Missouri, Saint Louis     | 3                                              |
| Missouri, Ft. Leonardwood | 3                                              |
| Missouri, Rolla           | 6                                              |
| Mississippi, Clinton      | 3                                              |
| North Carolina, Ft. Bragg | 8                                              |
| North Carolina, Ft. Bragg | 3                                              |
| North Carolina, Ft. Bragg | 9                                              |
| North Carolina, Ft. Bragg | 9                                              |
| North Carolina, Ft. Bragg | 3                                              |
| New Mexico, White Sands   | 6                                              |
| New York, Ft. Drum        | 8                                              |
| New York, Ft. Drum        | 3                                              |
| New York, Jamaica         | 3                                              |
| Ohio, Wooster             | 9                                              |
| Tennessee, Lebanon        | 9                                              |
| Tennessee, Chattanooga    | 4                                              |
| Texas, Ft. Bliss          | 1                                              |
| Texas, Weatherford        | 4                                              |
| Texas, Ft. Hood           | 3                                              |
| Texas, San Antonio        | 8                                              |
| Virginia, Ft. Eustis      | 3                                              |
| Vermont, Rutland          | 8                                              |
| Washington, Ft. Lewis     | 1                                              |
| Washington, Ft. Lewis     | 3                                              |
| Washington, Ft. Lewis     | 3                                              |
| Wisconsin, Milwaukee      | 3                                              |
| Wisconsin, Superior       | 6                                              |
| West Virginia, Clarksburg | 9                                              |

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## F.1.2 FY 15 Anticipated Schedule

|                             |   |
|-----------------------------|---|
| California, San Luis Obispo | 3 |
| California, San Diego       | 6 |
| Colorado, Ft. Carson        | 3 |
| Colorado, Ft. Carson        | 9 |
| Florida, Cape Coral         | 9 |
| Georgia, Ft. Steward        | 3 |
| Georgia, Ft. Steward        | 6 |
| Idaho, Cedar Rapids         | 8 |
| Idaho, Hayden Lake          | 4 |
| Idaho, Twin Fall            | 9 |
| Illinois, Springfield       | 3 |
| Kansas, Ft. Riley           | 6 |
| Kansas, New Century         | 6 |
| Kentucky, Ft. Campbell      | 8 |
| Kentucky, Ft. Campbell      | 8 |
| Kentucky, Ft. Campbell      | 8 |
| Kentucky, Ft. Campbell      | 3 |
| Kentucky, Leitchfield       | 9 |
| Louisiana, Ft. Polk         | 3 |
| Michigan, Taylor            | 3 |
| Minnesota, Brainerd         | 4 |
| Missouri, Ft. Leonardwood   | 3 |
| Missouri, Hannibal          | 3 |
| Missouri, Ft. Leonardwood   | 3 |
| Mississippi, Meridian       | 9 |
| North Carolina, Ft. Bragg   | 6 |
| North Carolina, Ft. Bragg   | 8 |
| North Carolina, Raleigh     | 6 |
| North Carolina, Ft. Bragg   | 3 |
| New Hampshire, Londonderry  | 3 |
| New Mexico, White Sands     | 4 |
| Nevada, Las Vegas           | 6 |
| New York, Ft. Drum          | 3 |
| New York, Utica             | 3 |
| New York, Ft. Drum          | 8 |
| Oklahoma, Stillwater        | 3 |
| Pennsylvania, Harrisburg    | 9 |
| Texas, Ft. Hood             | 6 |
| Texas, Ft. Hood             | 4 |
| Utah, Ogden                 | 4 |
| Washington, Ft. Lewis       | 3 |
| Wisconsin, Dodgeville       | 4 |
| Wisconsin, Wausau           | 4 |

In addition, any kits that are not directly shipped as anticipated above: OCONUS shipments will be sent to Letterkenny Army Depot and CONUS shipments will be shipped to Sierra Army Depot.

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

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**Name of Offeror or Contractor:**

## CONTRACT ADMINISTRATION DATA

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
|-----------------|-------|------|

|   |                                                      |          |
|---|------------------------------------------------------|----------|
| 1 | 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS | MAY/2013 |
|---|------------------------------------------------------|----------|

(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).

-1-

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

-2-

(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       | -3-                        |
| Issue By DoDAAC           | -4-                        |
| Admin DoDAAC              | -5-                        |
| Inspect By DoDAAC         | -6-                        |
| Ship To Code              | -7-                        |
| Ship From Code            | -8-                        |
| Mark For Code             | -9-                        |
| Service Approver (DoDAAC) | -10-                       |
| Service Acceptor (DoDAAC) | -11-                       |
| Accept at Other DoDAAC    | -12-                       |
| LPO DoDAAC                | -13-                       |
| DCAA Auditor DoDAAC       | -14-                       |
| Other DoDAAC(s)           | -15-                       |

|                           |                                                                                                      |                      |
|---------------------------|------------------------------------------------------------------------------------------------------|----------------------|
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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.

-16-

(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.

-17-

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

(End of clause)

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

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

[End of Clause]

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SPECIAL CONTRACT REQUIREMENTS

| <u>Regulatory Cite</u> | <u>Title</u>                           | <u>Date</u> |
|------------------------|----------------------------------------|-------------|
| 1 52.204-4005          | REQUIRED USE OF ELECTRONIC CONTRACTING | AUG/2012    |

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

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

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [usarmy.detroit.acc.mbx.wrn-web-page@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

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## (H.1) WARRANTY:

- (1) The warranty period shall start from the day that the item is first delivered and accepted by the Government.
- (2) The contractor shall utilize the PM-SKOT Warranty Web site to process warranty claims and replacement parts covered under this contract.
- (3) Within two (2) business days of a claim submitted under the web site, the contractor shall:
- a. Execute and forward a Warranty Determination to the PM-SKOT Warranty Administrator (USARMY.DETROIT.PEO-CS-CSS.MAIL.PM-SKOT@MAIL.MIL). Warranty Determinations shall indicate the basis for coverage or non-coverage.
  - b. Ship the replacement item within 30 days at no additional cost to the Government if the contractor determines the warranty claim is valid.
  - c. Obtain Contracting Officer funding authorization and ship the item based on the contractors unit prices at time of award of the contract if the contractor determines that the warranty claim is not valid.
  - d. Deny the warranty claim if the warranty term has expired.
- (4) Under the PM-SKOT Warranty Web Site program, if the contractor wishes to have the broken/damaged item returned, to any location, it will be at the Contractors expense. The Government shall not pay any costs associated with the shipping of such items.
- (5) The contractor shall monitor the commercial availability of the components provided under this contract to ensure that identical replacement components or approved substitutions (by the Contracting Officer) are available for shipment within two (2) business days of the warranty determination being made.
- (6) The contractor shall communicate to the product users the identity of warranted items via a placard or data plate permanently attached inside the container/tool box. This can be accomplished by attaching either a new placard/data plate or revising the existing one with the PM SKOT information as shown below. The placard/data plate shall include the date of manufacture. Warranty claim contact information for the soldier is as follows:
- Enter Warranty Claims at  
Website: <https://tools.army.mil>  
OR  
Toll Free: 1-877-4-PMSKOT  
(1-877-476-7568)  
DSN 273-3667/COM: (586) 239-3667  
Email: \\*HYPERLINK "mailto: USARMY.DETROIT.TACOM.MBX.ILSCQUESTIONS@mail.mil
- (7) Disputes: The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract FAR 52.233-1 entitled "Disputes."
- (8) Replaced or Repaired Components: Any components corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these components shall expire at the same time as the warranty for the components they replace.
- (9) Delays: In no event shall the Government be responsible for any extension or delays in scheduled deliveries under this contract as a result of the contractor's obligations to correct defects, nor shall there be any extension of the delivery schedule as a result of correction of defects.

## (H.2)

The Department of Defense (DOD) the use of a digital certificate for industry partners requiring access to the PM SKOT Warranty and Replacement website. Additional information can be found at: <http://iase.disa.mil/pki/eca/>. If you currently have a Common Access Card, you will be able to access the PM SKOT Warranty and Replacement website without purchasing a certificate through the ECA program. The ECA Certificates can be purchased through three sources: VeriSign, Operational Research Consultants (ORC), or Identrust.

The following URLs provide additional information and links to purchase sources:

<https://eca.verisign.com/>

<http://www.eca.orc.com/>

<http://www.identrust.com/certificates/eca/index.html>

This ECA Certificate purchase information is provided as a convenience to our industry partners and does not constitute endorsement of

|                           |                                                                                                      |                      |
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particular commercial entities by the TACOM Life Cycle Management Command, Product Manager Sets, Kits, Outfits, and Tools (PM-SKOT), the United States Department of the Army, or the Department of Defense. We do not exercise any control over the information you may find at these sites or the security of these sites; responsibility for such remains with the individual companies represented.

\*\*\* END OF NARRATIVE H0001 \*\*\*

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CONTRACT CLAUSES

|    | <u>Regulatory Cite</u> | <u>Title</u>                                                                                                             | <u>Date</u> |
|----|------------------------|--------------------------------------------------------------------------------------------------------------------------|-------------|
| 1  | 52.203-3               | GRATUITIES                                                                                                               | APR/1984    |
| 2  | 52.204-4               | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER                                                       | MAY/2011    |
| 3  | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/2013    |
| 4  | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                                                                             | APR/2008    |
| 5  | 52.212-4               | CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS                                                                          | JUN/2013    |
| 6  | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES                                                                               | FEB/1997    |
| 7  | 52.222-40              | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT                                                   | DEC/2010    |
| 8  | 52.223-6               | DRUG-FREE WORKPLACE                                                                                                      | MAY/2001    |
| 9  | 52.227-1               | AUTHORIZATION AND CONSENT                                                                                                | DEC/2007    |
| 10 | 52.232-11              | EXTRAS                                                                                                                   | APR/1984    |
| 11 | 52.232-17              | INTEREST                                                                                                                 | OCT/2010    |
| 12 | 52.242-13              | BANKRUPTCY                                                                                                               | JUL/1995    |
| 13 | 52.244-5               | COMPETITION IN SUBCONTRACTING                                                                                            | DEC/1996    |
| 14 | 52.245-1               | GOVERNMENT PROPERTY                                                                                                      | APR/2012    |
| 15 | 52.245-9               | USE AND CHARGES                                                                                                          | APR/2012    |
| 16 | 52.248-1               | VALUE ENGINEERING                                                                                                        | OCT/2010    |
| 17 | 52.253-1               | COMPUTER GENERATED FORMS                                                                                                 | JAN/1991    |
| 18 | 252.204-7000           | DISCLOSURE OF INFORMATION                                                                                                | DEC/1991    |
| 19 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                                                                             | APR/1992    |
| 20 | 252.204-7006           | BILLING INSTRUCTIONS                                                                                                     | OCT/2005    |
| 21 | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS                                                                | DEC/1991    |
| 22 | 252.209-7004           | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY                          | DEC/2006    |
| 23 | 252.223-7008           | PROHIBITION OF HEXAVALENT CHROMIUM                                                                                       | JUN/2013    |
| 24 | 252.225-7001           | BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM                                                                             | DEC/2012    |
| 25 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS                                                                             | DEC/2012    |
| 26 | 252.225-7005           | IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES                                                                      | JUN/2005    |
| 27 | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES                                                                              | FEB/2013    |
| 28 | 252.225-7013           | DUTY-FREE ENTRY                                                                                                          | JUN/2012    |
| 29 | 252.225-7015           | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS                                                                    | JUN/2005    |
| 30 | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS                                                                   | JUN/2011    |
| 31 | 252.225-7033           | WAIVER OF UNITED KINGDOM LEVIES                                                                                          | APR/2003    |
| 32 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS                                                          | JUN/2012    |
| 33 | 252.232-7010           | LEVIES ON CONTRACT PAYMENTS                                                                                              | DEC/2006    |
| 34 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS                                                                                        | DEC/1991    |
| 35 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT                                                                                 | MAR/2008    |
| 36 | 52.212-5               | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS                       | JAN/2013    |

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).

--Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

  X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

  X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

(9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(11) [Reserved]

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011)(15 U.S.C. 637 (d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Jul 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)

(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012)(15 U.S.C. 632(a)(2)).

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\_\_\_ (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

\_X\_ (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

\_X\_ (27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

\_X\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

\_X\_ (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

\_X\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).

\_X\_ (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

\_X\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_X\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

\_\_\_ (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (MAR 2012) of 52.225-3.

\_\_\_ (iii) Alternate II (MAR 2012) of 52.225-3.

\_\_\_ (iv) Alternate III (NOV 2012) of 52.225-3.

\_\_\_ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (47) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

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\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer

|                           |                                                                                                         |                      |
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further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
  - (iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).
  - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
  - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
  - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
  - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
    - \_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
  - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)
  - (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
  - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

37            52.216-19            ORDER LIMITATIONS            OCT/1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
  - (1) Any order for a single item in excess of 150;
  - (2) Any order for a combination of items in excess of 150; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

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

(End of Clause)

38                    52.216-21                    REQUIREMENTS                    OCT/1995

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

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

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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

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

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

(End of Clause)

39                    252.216-7006                    ORDERING                    MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through Three Years from the Date of Contract Award.

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

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

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

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

(End of Clause)

40                    52.223-3                    HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                    JAN/1997

|                           |                                                                                       |                                               |
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(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) |                    |

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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)

41            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

|                           |                                                  |                      |
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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)

42            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

43            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

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

(End of Clause)

44            252.223-7001            HAZARD WARNING LABELS            DEC/1991

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

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)            ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

45 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

46 52.216-4021 REQUIREMENTS DEFINITION JUN/2005  
(TACOM)

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

[End of Clause]

47 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/)

or

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

|                           |                                                                                                      |                      |
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(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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## 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              | CDRL-PRODUCT VERIFICATION TEST (PVT) REPORT       | 02-JUL-2013 | 001                    |                       |
| Exhibit B              | CDRL-COMMERCIAL MANUALS                           | 02-JUL-2013 | 001                    |                       |
| Exhibit C              | CDRL-TOOL LOAD SUBSET COMPONENTS                  | 02-JUL-2013 | 001                    |                       |
| Exhibit D              | CDRL-STORAGE REPORT                               | 02-JUL-2013 | 001                    |                       |
| Exhibit E              | CDRL-DIGITAL ITEMS                                | 02-JUL-2013 | 001                    |                       |
| Attachment 0001        | DESCRIPTION FOR PURCHASE                          | 04-NOV-2013 | 040                    |                       |
| Attachment 0002        | PRICE EVALUATION SHEET (PES)                      | 03-DEC-2013 | 001                    |                       |
| Attachment 0003        | TOOL LOAD SPREADSHEET                             | 03-DEC-2013 | 001                    |                       |
| Attachment 0004        | REPLACEMENT ITEM COST FOR WARRANTY WEBSITE ORDERS | 03-DEC-2013 | 001                    |                       |

| <u>Regulatory Cite</u> | <u>Title</u>                                  | <u>Date</u> |
|------------------------|-----------------------------------------------|-------------|
| 1                      | 52.204-4500 TACOM (RI) ADDITIONAL ATTACHMENTS | FEB/2012    |

The following documents are hereby attached by reference and may form a part of this acquisition. These documents are available in electronic format on the internet via the link named Standard Solicitation Attachments (ARDEC/ECBC Procurements) at [http://contracting.tacom.army.mil/acqinfo/SolAttchARDEC\\_ECBC.htm](http://contracting.tacom.army.mil/acqinfo/SolAttchARDEC_ECBC.htm). Vendors should ensure that they have the correct attachments in their possession prior to submitting a bid/proposal/quote.

Title / Number of Pages

Instructions and Address Code Distribution (ARDEC or Chem-Bio)

See <http://contracting.tacom.army.mil/engr/engrchange.htm>

1 Pg

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

1 Pg

Data Delivery Description Engineering Change Proposal

9 Pgs

Data Delivery Description Notice of Revision

2 Pgs

Data Delivery Description Request for Deviation

4 Pgs

Guidance on Documentation of Contract Data Requirements List (CDRL)

2 Pgs

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

|   | <u>Regulatory Cite</u> | <u>Title</u>                                                                | <u>Date</u> |
|---|------------------------|-----------------------------------------------------------------------------|-------------|
| 1 | 252.203-7005           | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS             | NOV/2011    |
| 2 | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | JAN/2009    |
| 3 | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL                                            | JUN/2005    |
| 4 | 52.207-4               | ECONOMIC PURCHASE QUANTITY-SUPPLIES                                         | AUG/1987    |

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| ITEM | QUANTITY | PRICE QUOTATION | TOTAL |
|------|----------|-----------------|-------|
|      |          |                 |       |
|      |          |                 |       |
|      |          |                 |       |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

|   |          |                                              |          |
|---|----------|----------------------------------------------|----------|
| 5 | 52.209-7 | INFORMATION REGARDING RESPONSIBILITY MATTERS | JUL/2013 |
|---|----------|----------------------------------------------|----------|

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

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

(End of provision)

6 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC APR/2011  
2012) - ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certificates electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

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- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field

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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 size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it

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\_\_\_ is,  
\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it

\_\_\_ is,  
\_\_\_ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

\_\_\_\_\_  
\_\_\_\_\_

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that omplies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

\_\_\_\_\_  
\_\_\_\_\_

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \_\_\_ is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status,

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the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It \_\_\_ has, \_\_\_ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has, \_\_\_ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated

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funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|               |                   |

[List as necessary]

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(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American Act -- Free Trade Agreements -- Israeli Trade Act:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Canadian or Israeli End Products:

Line Item No.                      Country of Origin

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.                      Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

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Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

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(1) Listed End Product

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured outside the United States); or

(2) [ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [ ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ ] does [ ] does not certify that

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent;

\* Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted

|                           |                                                  |                      |
|---------------------------|--------------------------------------------------|----------------------|
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domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdsn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

7            52.225-18            PLACE OF MANUFACTURE            SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

**Name of Offeror or Contractor:** \_\_\_\_\_

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

[ ] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[ ] (2) Outside the United States.

(End of provision)

|   |                                      |                                                                                                                                                 |          |
|---|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 8 | 252.209-7999<br>(DEV 2012-<br>00004) | REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) | JAN/2012 |
|---|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------|

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

|   |                        |                        |          |
|---|------------------------|------------------------|----------|
| 9 | 52.215-4010<br>(TACOM) | AUTHORIZED NEGOTIATORS | MAR/2013 |
|---|------------------------|------------------------|----------|

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_



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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

|   | <u>Regulatory Cite</u> | <u>Title</u>                                                                                   | <u>Date</u> |
|---|------------------------|------------------------------------------------------------------------------------------------|-------------|
| 1 | 52.211-6               | BRAND NAME OR EQUAL                                                                            | AUG/1999    |
| 2 | 52.212-1               | INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS                                                     | FEB/2012    |
| 3 | 52.214-34              | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE                                                   | APR/1991    |
| 4 | 52.214-35              | SUBMISSIONS OF OFFERS IN U.S. CURRENCY                                                         | APR/1991    |
| 5 | 252.204-7011           | ALTERNATIVE LINE-ITEM STRUCTURE                                                                | SEP/2011    |
| 6 | 252.215-7008           | ONLY ONE OFFER                                                                                 | JUN/2012    |
| 7 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE | APR/2008    |

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

|   |           |                                                                                                                                          |          |
|---|-----------|------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 8 | 52.215-20 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010) | OCT/2010 |
|---|-----------|------------------------------------------------------------------------------------------------------------------------------------------|----------|

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: (b) The contracting officer reserves the right to require the offeror to submit the information described in (1) below to determine reasonableness of the offered price(s). If that information is inapplicable or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (2) below.

(1) The offeror shall, at a minimum, submit information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

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

(b) For catalog, price list or other items, evidence of prices charged customers in the commercial market, under similar circumstances. This may include copies of contracts (or invoices) with commercial customers to document the prices charged.

(2) If the contracting officer determines the submitted information to be inadequate, the offeror shall submit a breakdown of the elements of cost (material, labor, overheads, other direct costs, packaging, G&A, profit or fee, etc.) used in the development of (or to support) the proposed price. For each of these elements of cost, the contracting officer reserves the right to require the offeror to also provide enough supporting detail or rationale to enable the contracting officer to evaluate the reasonableness of the cost element(s) (FAR 15.403-1(c)(3)(ii)(c)).

(End of clause)

|   |          |                    |          |
|---|----------|--------------------|----------|
| 9 | 52.233-2 | SERVICE OF PROTEST | SEP/2006 |
|---|----------|--------------------|----------|

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

11 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

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

(End of clause)

12 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004  
(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be

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made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm) . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

13            52.215-4003            HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES            MAY/2011  
(TACOM)            (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren  
Bid Room, Bldg 231, Mail Stop 303  
6501 East 11 Mile Road  
Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

14            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

|                           |                                                  |                      |
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15            52.233-4001            HQ-AMC LEVEL PROTEST PROCEDURES            OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQAMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQAMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQAMC-level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC command counsel is designated as the HQAMC protest decision authority. In the absence of the command counsel, the deputy command counsel is designated as the HQAMC protest decision authority.

(e) Time for Filing a Protest:

A HQAMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQAMC Office Hours are 8:00 AM to 4:30 PM Eastern Standard Time. Time for filing any document expires at 4:30 PM, Eastern Standard Time on the last day on which such filing may be made.

(f) Form of Protest:

HQAMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQAMC-Level Protests

- (1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

- (2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

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(3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.

**(h) Effect of Protest on Award and Performance:**

(1) Protests before award: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQAMC protest decision authority.

**(i) Remedies:**

The HQAMC protest decision authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2);
- g. such other remedies as HQAMC protest decision authority determines necessary to correct a defect.

[End of Clause]

|    |                        |                                                                           |          |
|----|------------------------|---------------------------------------------------------------------------|----------|
| 16 | 52.245-4002<br>(TACOM) | ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING | MAR/1996 |
|----|------------------------|---------------------------------------------------------------------------|----------|

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special

|                           |                                                                                                      |                      |
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tooling), general or special machine tools, or similar capital items.

[End of Provision]

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Section: INSTRUCTIONS TO OFFERORS

L.1 Proposal Instructions and Content

Proposals shall be submitted in accordance with (IAW) the requirements of this solicitation and the instructions set forth below. All information necessary for the review and evaluation of a proposal is to be contained in the proposal volumes set forth below. Proposals should be specific, complete and state clearly how you will meet the requirements of the solicitation. The offerors proposal, as required by this section, shall be evaluated as set forth in Section M of this solicitation. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal. Sufficient substantiation should be submitted for the Government to determine that your offer clearly meets all the requirements of the solicitation.

L.1.1 The offerors proposal shall be separated into three volumes to facilitate review by the Government. The offerors proposal shall consist of the following volumes:

- (1) Volume 1: Certifications & Representations
- (2) Volume 2: Technical Factor
- (3) Volume 3: Pricing Factor

L.1.2 Period for Acceptance of Offers

This paragraph serves as an addendum that modifies paragraph (c) of FAR 52.212-1 titled Instructions to Offerors Commercial Items. Paragraph (c) is modified to say that the offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers in the solicitation.

L.1.3 Award Without Discussions

IAW FAR 52.212-1, the Government intends to evaluate proposals and award a contract without discussions with offerors. The offerors initial proposal should contain the offerors best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The burden of providing thorough and complete information remains with the offerors. The Government is not obligated to make another request for the required information nor does the Government assume the duty to search for data to cure problems it finds in proposals.

L.1.4 Berry Amendment Notice

Hand or measuring tools listed in Federal supply classifications 51 and 52 are subject to the Berry Amendment and shall be Berry Amendment Compliant.

IAW DFARS PGI 225.7002-1(b), the term produced in the United States with respect to hand or measuring tools is defined as follows:

- (1) The hand or measuring tool was assembled in the United States out of components, or otherwise made from raw materials into the finished product that is to be provided to the Government.
- (2) If a hand or measuring tool was assembled in a country other than the United States, then disassembled and reassembled in the United States, the hand or measuring tool was not produced in the United States.
- (3) The requirement to buy hand or measuring tools produced in the United States does not impose any restriction on the source of the components of the hand or measuring tools. This is unlike the Berry Amendment restriction on clothing (see 225.7002-1(a) (2)), which explicitly requires domestic source for the materials and components of clothing (other than unusual components such as sensors or electronics), as well as the additional separate restrictions on various types of fibers and fabrics that might be components of the clothing.
- (4) Since the acquisition of the hand or measuring tools is also subject to the Buy American Act (see FAR 25.1), then in order to qualify as a domestic end product, the cost of the components mined, produced, or manufactured in the United States or a qualifying country, must exceed 50 percent of the cost of all the components of the hand or measuring tool.

L.2. Volume I/Certification & Representations

In this volume Offerors shall include the following:

L.2.1 A scanned image of a signed copy of the SF 1449 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Fill-in blocks on the SF 1449 include blocks 12, 17, 30a, 30b, and 30c.

**Name of Offeror or Contractor:**

L.2.2 One copy of this solicitation with all fill-ins completed. Offerors must include a completed copy of the provision at FAR 52.212-3, Alternate I, Offeror Representations and Certifications-Commercial Items and DFARS 252.212-7000 Representations and Certifications-Commercial Items. System for Award Management (SAM) certifications need not be separately submitted.

## L.3 Volume II/Technical Factor

L.3.1 Offerors shall carefully review the requirements of the Description for Purchase (DFP) 047 for the Engineer Equipment Set, Urban Operations, Squad as well as additional Statements Of Work/Scopes of Work (SOW), located in Section C of the Solicitation.

This solicitation includes requirements for the required items to be provided on a Brand Name or Equal basis, IAW FAR 11.104 and the FAR provision 52.211-6 incorporated into this solicitation. For the purposes of this RFP, the term Brand Name or Equivalent, as cited in the DFP, means the same as Brand Name or Equal.

Brand Name only item(s) are restricted to the specified manufacturer/part number of the DFP with no alternative Equal. An offered item shall be considered Brand Name if the item offered is the exact manufacturer and part number as referenced in the Brand Name Component list in Table 1 of the DFP or in the requirements of Section 3 of the DFP.

For items identified as Brand Name or Equivalent items, offerors may offer an equivalent item provided that the offered item has the same or better form, fit, and function as the listed item or part number and the offered item clearly meets the commercial item descriptions (CIDS) cited in Section 3 of the DFP. These items are listed in the DFP, Table 2, as Brand Name or Equivalent Components.

## L.3.1.1 Tool Load Spreadsheet

Offerors shall complete Attachment 0003, Tool Load Spreadsheet. The only portions of Attachment 0003 which offerors may fill in are for the yellow highlighted items which are listed as Brand Name or Equal in Column A. For these items, the offeror may propose to supply either the Brand Name item or may propose an Equal item by utilizing the drop down function in Column A. In the case where the offeror elects to propose a Brand Name, the offeror shall complete columns D and E in Attachment 0003. In the case where the offeror proposes an Equal item, the offeror shall also complete columns D and E in Attachment 0003, and the offered Equal item clearly meets requirements by having the same form, fit, and function as the Brand Name item, and the offered item clearly meets the commercial item descriptions (CIDS) cited in Section 3 of the DFP.

## L.3.1.1.1 Substantiating Technical Support Information.

Where the offerors proposes a Brand Name item, no further proposal substantiating technical support information is required in the proposal.

However, for each Equal item proposed, the offeror shall submit substantiating technical support information. The substantiating technical support information shall be sufficient for the Government to conclude that each proposed Equal item clearly meets requirements by having the same form, fit, and function and the offered item clearly meets the commercial item descriptions (CIDS) cited in Section 3 of the DFP. Substantiating data may include:

- (1) Catalog descriptions/marketing literature - shall include the manufacturer's name, manufacturer's part number, a picture, and a short description of the item.
- (2) Technical literature - shall include detailed product information normally found in manufacturer's specification sheets and technical manuals.
- (3) Drawings/figures - shall include drawings and/or figures of the contractor's proposed design solution. Note that more than one requirement may be highlighted within a single drawing/figure.
- (4) Written manufacturer responses - shall be in paragraph form in email format or signed letterhead format and include technical characteristics of the requirements in the contractor's proposed design solution.
- (5) Test reports - shall clearly indicate the company conducting the test. Reports shall clearly be marked to point out which requirements are being proven by that particular report.
- (6) Additional relevant technical information that is available in the industry and is applicable to the requirement.

Offerors are not to assume that the Government has a particular catalog or marketing literature when evaluating proposals.

Hyperlinks or other links to websites will not be acceptable as technical evidence. Copy-pasted requirements from the DFP will not be acceptable as technical evidence. If the technical information fails to demonstrate that the items offered comply with the requirements of the DFP, the offerors proposal may be found unacceptable.

|                           |                                                                                       |                                        |
|---------------------------|---------------------------------------------------------------------------------------|----------------------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-13-R-0061 | <b>Page 80 of 82</b><br><b>MOD/AMD</b> |
|---------------------------|---------------------------------------------------------------------------------------|----------------------------------------|

**Name of Offeror or Contractor:**

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L.3.1.1.2 If a proposal makes reference to a catalog or marketing literature, the catalog or marketing literature shall be provided with the proposal. The offered Equal items shall be clearly marked in the catalog, marketing literature or supporting documentation with the corresponding item paragraph number from Table 4 in the DFP. Substantiating technical support information shall also:

- (1) Be clearly and visibly labeled with the appropriate part number or paragraph number as required from Section 3 of the DFP (i.e. 3.16.1, 3.16.2, 3.16.11.1 etc.)
- (2) Be clearly and visibly marked to indicate which item on each page is being offered. This may be done by circling, highlighting, starring, or marking the item in some other way to make it stand out from other items on the page not included in the offer.
- (3) Be sorted in ascending order IAW the DFP in whatever form of attachment that is submitted. (i.e. if one file is submitted for all components, the evidence in that file shall be sorted from beginning to end IAW the list in Section 3 of the DFP).

L.4 Volume III/Price Factor

- a. The offeror shall provide prices for each of the CLINs as set forth in Section B. All prices shall be in U.S. Dollars.
- b. The offeror shall enter firm fixed unit prices for each CLIN, Ordering Year, and Quantity Ranges on the applicable Price Evaluation Sheet in Attachment 0002. Do not enter any Prices into RFP Section B. All proposed unit prices proposed shall be binding. RFP Attachment 0002 is structured with Range Pricing. Offerors must fill in all ranges, even if the prices are the same for each range within an Ordering Period. Transportation costs (Continental United States ONLY) shall be incorporated into the proposed unit prices and are not a separately evaluated price related factor.
- c. The offeror shall propose storage costs for the Urban Operations Squad Sets on a unit rate of per unit and a measure of time per day.
- d. Replacement item costs shall be included in the evaluation of the total evaluated Price. See attachment 0004-Replacement Item Cost for Warranty Website. Offerors shall complete the Replacement Item Spreadsheet (Attachment 0004) containing the following information for the SKOT Warranty Website Program for each Brand Name or Equal component:
  - (1) The spreadsheet with DFP component numbers, nomenclature, quantity, manufacturer, part number, and the type of warranty for each component that will be provided for the warranty web site program.
  - (2) Provide a unit price for all components, for a quantity of 1 for each component listed in Attachment 0004 to include prices for up to three years. The offeror shall sum the total price for all components over 3 years and provide this as a lump sum for CLINs 0031-0033 on the applicable Price Evaluation Sheet, Attachment 0002. Transportation costs (Continental United States ONLY) shall be incorporated into the proposed unit prices.

**Name of Offeror or Contractor:**

## EVALUATION FACTORS FOR AWARD

Section Evaluation Factors for Award: EVALUATION CRITERIA

## M.1 Basis of Award

## 52.212-2 Evaluation COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price, and other factors considered. Award will be made to the lowest priced, technically acceptable proposal.

## M.1.1 Contractor Responsibility and Eligibility for Award

The Government will award a contract to the offeror that:

(a) Represents the best value to the Government resulting from the selection of the technically acceptable proposal with the lowest evaluated price,

(b) Submits a proposal that meets all the material requirements of this solicitation, and

(c) Meets all the responsibility criteria at FAR 9.104.

## M.2 Technical Factor

Technical Factor proposals will be evaluated on an Acceptable/Unacceptable basis. Proposals will be evaluated as follows:

Acceptable: Proposal clearly meets the minimum requirements evaluated under the Tool Load Spreadsheet, based on the requirements identified in L.3.1.1 Tool Load Spreadsheet.

Unacceptable: Proposal does not clearly meet the minimum requirements evaluated under the Tool Load Spreadsheet, based on the requirements identified in L.3.1.1 Tool Load Spreadsheet.

This assessment will be performed using the information submitted in response to Section L.3 of the solicitation, as well as, other technical information supplied by the offeror to support conformance of the supplies to the requirements (e.g. catalog descriptions/marketing literature, technical literature, written manufacturer responses, etc.) listed in L.3.1.

M.2.1 To be rated Acceptable under the Technical Factor, every individual requirement listed under the Technical Factor must be assessed as Acceptable. An offeror's proposal rated Unacceptable under any individual requirement listed, regardless of an Acceptable rating of other requirements, will be assessed as Unacceptable for the Technical Factor as a whole. Proposals assessed as Unacceptable will not be eligible for award.

M.2.1.1 The offeror will not be awarded extra credit for exceeding the technical requirements outlined in the DFP and Section L.3 of the solicitation.

## M.3 Price Factor

M.3.1 The Price Factor evaluation will consider the total evaluated price. The Price Factor will be assessed based upon total evaluated price to the Government to include an assessment of price reasonableness.

M.3.2 Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not reasonable.

M.3.3 If the offeror fails to provide all the information specified in Section L.4 of the solicitation, it may render its proposal ineligible for award.

## M.4. Price Calculation

a. The Government will evaluate offers based on the Total Evaluated Price. The Total Evaluated Price is the sum of the Total Evaluated CLIN price for Product Verification Test costs for CLIN 0011, plus Production Quantity CLINs 0021-0023, plus Replacement Item costs for CLINs 0031-0033, plus Storage Cost for CLINs 0041-0043 plus, Digital Photo costs for CLIN 0051 A004. Transportation costs must be incorporated in the proposed unit prices and are not a separately evaluated price related factor.

**Name of Offeror or Contractor:**

b. For CLINs 0021-0023 with range pricing, the Government will calculate an evaluated CLIN price for CLINs 0021-0023 by multiplying the proposed unit prices for each range and Ordering Year by their respective weight (see Attachment 0002) and maximum quantity, and summing their totals. The weight associated with each range represents the likelihood that an order, if placed, would be placed within that range. The Total Evaluated CLIN price is the sum of the evaluated CLIN price for all of the Ordering Years.

c.If an offeror fails to submit unit prices for all Quantity Ranges, Ordering Years, and CLINS then its proposal may be considered unacceptable and the Government may reject the proposal.

d.Unbalance Pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost/price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to cost, may be either rejected or unacceptable for award.

\*\*\* END OF NARRATIVE M0001 \*\*\*

CONTRACT DATA REQUIREMENTS LIST Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

-----  
 A. CONTRACT LINE ITEM NO.: 0051 D. SYSTEM/ITEM...: Urban Operations Squad Set (UOpSS)  
 B. EXHIBIT.....: A E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: Other F. CONTRACTOR.....: TBD

- 1. DATA ITEM NO.....: A001  
 2. TITLE OF DATA ITEM: Product Verification Test Report  
 3. SUBTITLE.....: PVT for Urban Ops Squad Kit  
 4. AUTHORITY.....: DI-NDTI-80809B  
 5. CONTRACT REFERENCE: Section 4 of Description for Purchase (DFP) ECB 047 and Section E of Solicitation.  
 6. REQUIRING OFFICE..: SFAE-CSS-FP-SK  
 7. DD250 REQ.....: LT  
 8. APP CODE.....: A  
 9. DIST. STMT. REQD..: A  
 10. FREQUENCY.....: Once  
 11. AS OF DATE.....: See #12  
 12. DATE OF FIRST SUB.:

The contractor shall submit the Product Verification Test (PVT) Report to the individuals specified in Block 14 below. The PVT report is due within 7 after the completion of testing. The Government will review the PVT and provide feedback to the contractor within 30 days of receipt of the PVT. If updates by the contractor are necessary, they will be due to the Government 15 days after receipt of the feedback.

13. DATE OF SUBS. SUB.: N/A

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|                  |                                                                                                         |                |
|------------------|---------------------------------------------------------------------------------------------------------|----------------|
| 14. DISTRIBUTION | A. ADDRESSEES                                                                                           | B. COPIES      |
|                  | Sarah Davis e-mail <a href="mailto:Sarah.l.davis.civ@mail.mil">mailto:Sarah.l.davis.civ@mail.mil</a>    |                |
|                  | Daniel Stark e-mail <a href="mailto:Daniel.g.stark.civ@mail.mil">mailto:Daniel.g.stark.civ@mail.mil</a> |                |
|                  |                                                                                                         | Reg      Repro |
|                  |                                                                                                         | 1        0     |
|                  |                                                                                                         | 1        0     |
|                  | 15. TOTAL:                                                                                              | 2              |

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16. REMARKS:  
 The Product Verification Test Report shall be in accordance with Section 4 of DFP ECB 047 and Section E of the Solicitation..- The PVT Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each DFP requirement.

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 G. PREPARED BY: Dan Stark I. APPROVED BY: Dawn Carie  
 H. DATE 1 April 2013 DATE: 3 Apr 2013  
 DD FORM 1423-E, APR 00 PAGE 1 OF 2 PAGES

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Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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|                                 |                                                        |
|---------------------------------|--------------------------------------------------------|
| A. CONTRACT LINE ITEM NO.: 0051 | D. SYSTEM/ITEM....: Urban Operations Squad Set (UOpSS) |
| B. EXHIBIT.....: B              | E. CONTRACT/PR NO.: TBD                                |
| C. CATEGORY.....: Other         | F. CONTRACTOR.....: TBD                                |

-----

1. DATA ITEM NO.....: A002
2. TITLE OF DATA ITEM: Commercial Off The Shelf (COTS) Manuals
3. SUBTITLE.....: Technical Manuals
4. AUTHORITY.....: N/A
5. CONTRACT REFERENCE: Section C-Statement of Work for Commercial Items
6. REQUIRING OFFICE..: SFAE-CSS-FP-SK
7. DD250 REQ.....: LT
8. APP CODE.....: A
9. DIST. STMT. REQD..: A
10. FREQUENCY.....: Once, within 45 days of contract award, then as needed if parts change and a modification is necessary.
11. AS OF DATE.....: See Blk 16
12. DATE OF FIRST SUB.: See Blk 16
13. DATE OF SUBS. SUB.: See Blk 16

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|                  |                                                                                                                                                     |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|---|---|---|---|
| 14. DISTRIBUTION | A. ADDRESSEES                                                                                                                                       |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|                  | Army Contracting Command<br>Att: Sarah L. Davis<br>CCTA-HB M.S. 352<br>6501 E. 11 Mile Rd.<br>Warren, MI 48397-5000<br>Sarah.l.Davis.us.army.mil    | B. COPIES                                                                                                                                                                                                                                                                  |     |       |   |   |   |   |
|                  | PM SKOT<br>Att: SAM Engineering-Dan Stark<br>Bldg 302 2nd Floor<br>29661 George Avenue<br>Harrison Township, MI 48045-4941<br>Dan.Stark.us.army.mil |                                                                                                                                                                                                                                                                            |     |       |   |   |   |   |
|                  |                                                                                                                                                     | <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Reg</td> <td>Repro</td> </tr> <tr> <td style="padding-right: 20px;">1</td> <td>0</td> </tr> <tr> <td style="padding-right: 20px;">1</td> <td>0</td> </tr> </table> | Reg | Repro | 1 | 0 | 1 | 0 |
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|                  | 15. TOTAL:                                                                                                                                          | 2                                                                                                                                                                                                                                                                          |     |       |   |   |   |   |

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16. REMARKS:

Block 12/13: The contractor shall deliver a digital copy of the UOpSS Manual 45 days after contract award. The Government will review the manual and provide comments back to the contractor within 20 days. The contractor shall deliver a revised manual in digital and hardcopy format addressing the Governments comments within 15 days of receipt of the Governments comments.

-----

|                           |                            |
|---------------------------|----------------------------|
| G. PREPARED BY: Dan Stark | I. APPROVED BY: Dawn Carie |
| H. DATE 4/1/13            | DATE: 4/3/13               |

DD FORM 1423-E, APR 00 PAGE 1 OF 2 PAGES

**PIIN/SIIN** W56HZV-13-R-0061

**MOD/AMD**

**ATT/EXH ID** Exhibit B

**PAGE** 2

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-----  
 A. CONTRACT LINE ITEM NO.: 0051 D. SYSTEM/ITEM....: Urban Operations Squad Set (UOpSS)  
 B. EXHIBIT.....: C E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: Other F. CONTRACTOR.....: TBD  
 -----

1. DATA ITEM NO.....: A003  
 2. TITLE OF DATA ITEM: Tool Kit Subset Components List  
 3. SUBTITLE.....: Tool Kit Subset for Urban Operations Squad Set  
 4. AUTHORITY.....: QPL-83507-11 NOT 1  
 5. CONTRACT REFERENCE: SOW for Excel Spreadsheet for Subset Component items, IAW Section C of Contract  
 6. REQUIRING OFFICE..: SFAE-CSS-FP-SK  
 7. DD250 REQ.....: LT  
 8. APP CODE.....: A  
 9. DIST. STMT. REQD..: A  
 10. FREQUENCY.....: Once, within 45 days of contract award, then as needed if parts change and a modification is necessary.  
 11. AS OF DATE.....: See #12 below  
 12. DATE OF FIRST SUB.:

The contractor shall submit the complete list of the tool kit subset components within 45 days of the contract award to the individuals specified in Block 14 below.

13. DATE OF SUBS. SUB.: N/A

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|                  |                                    |                |
|------------------|------------------------------------|----------------|
| 14. DISTRIBUTION | A. ADDRESSEES                      | B. COPIES      |
|                  | mailto:Sarah.l.davis.civ@mail.mil  |                |
|                  | mailto:Daniel.g.stark.civ@mail.mil |                |
|                  |                                    | Reg      Repro |
|                  |                                    | 1          0   |
|                  |                                    | 1          0   |
|                  | 15. TOTAL:                         | 2              |

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16. REMARKS:

THE CONTRACTOR SHALL SUBMIT A COMPLETE LIST OF THE TOOL KIT COMPONENT AND SUBSET COMPONENTS ELECTRONICALLY TO THE PERSONNEL LISTED IN BLOCK 14. THE LIST SHALL INCLUDE THE FOLLOWING FOR EACH COMPONENT: DFP PARAGRAPH NUMBER, NOMENCLATURE, CAGE CODE, PART NUMBER/NSN, UNIT OF ISSUE, QUANTITY, AND WARRANTY. THE FORMAT SHALL BE A MICROSOFT EXCEL SPREADSHEET (SEE SOW FOR EXAMPLE). THE LISTED INFORMATION MUST BE CONSISTENT THROUGHOUT THE ENTIRE DATA SET.

THE TOOL KIT SUBSETS WITH DFP REFERENCE ARE AS FOLLOWS:

- 3.16.4. Camera, Scope Thermal Image
  - 3.16.8. Headset
  - 3.16.13. Ladder, Kit, Urban Assault
  - 3.16.18. Set, Marker, Paint Stick
  - 3.16.21. Shield, Ballistic
  - 3.16.22. Kit, Rappelling
  - 3.16.25. Tool Set, Breaching
  - 3.16.28. Saw Kit, Breaching
-

G. PREPARED BY: Dan Stark  
H. DATE 1 April 3013  
DD FORM 1423-E, APR 00

I. APPROVED BY: Dawn Carie  
DATE: 3 APR 2013  
PAGE 1 OF 2 PAGES



**PIIN/SIIN** W56HZV-13-R-0061

**MOD/AMD**

**ATT/EXH ID** Exhibit D

**PAGE** 2

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 A. CONTRACT LINE ITEM NO.: 0051 D. SYSTEM/ITEM....: Urban Operations Squad Set (UOPPS)  
 B. EXHIBIT.....: E E. CONTRACT/PR NO.: TBD  
 C. CATEGORY.....: Other F. CONTRACTOR.....: TBD  
 -----

1. DATA ITEM NO.....: A005
2. TITLE OF DATA ITEM: Digital Images -Color Photograph Prints
3. SUBTITLE.....: Digital Images for UOpSS
4. AUTHORITY.....: DIS-MISC-80192 See also Block 16
5. CONTRACT REFERENCE: SOW for Digital Images, IAW Section C of Contract
6. REQUIRING OFFICE..: PM SKOT
7. DD250 REQ.....: LT
8. APP CODE.....: A
9. DIST. STMT. REQD..: A
10. FREQUENCY.....: Once
11. AS OF DATE.....: The contractor shall provide digital images to the Government 30 days after Product Verification test approval.
12. DATE OF FIRST SUB.: The Government will review the digital images and provide feedback to the contractor within 15 days of receipt of all digital images. The contractor shall incorporate the Governments recommended changes into the digital images and resubmit to the Government NLT 15 days after receipt of Government recommended changes.
13. DATE OF SUBS. SUB.: N/A

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|                  |                                  |           |       |
|------------------|----------------------------------|-----------|-------|
| 14. DISTRIBUTION | A. ADDRESSEES                    | B. COPIES |       |
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|                  | Att: Sarah L. Davis              |           |       |
|                  | CCTA-HB M.S. 352                 |           |       |
|                  | 6501 E. 11 Mile Rd.              |           |       |
|                  | Warren, MI 48397-5000            | DRAFT     | FINAL |
|                  | PM SKOT                          |           |       |
|                  | Att: SAM Engineering-Dan Stark   |           |       |
|                  | Bldg 302 2nd Floor               |           |       |
|                  | 29661 George Avenue              |           |       |
|                  | Harrison Township, MI 48045-4941 |           |       |
|                  |                                  | Reg       | Repro |
|                  |                                  | 1         | 0     |
|                  |                                  | 0         | 0     |
|                  |                                  | 1         | 0     |
|                  | 15. TOTAL:                       | 2         |       |

-----  
 16. REMARKS:  
 The contractor shall provide two copies of the digital images to the Government: One copy shall be delivered to the PCO, the second copy shall be provided to the SAM as listed in Box 14. Both copies shall be on a CD ROM. The Contractor shall provide a copyright release letter to the PCO along with the digital images on or before the date the digital images are delivered. The copyright release letter shall state that all photos required by CDRL A005 may be used and distributed in a public forum.

-----  
G. PREPARED BY: Dan Stark  
H. DATE 1 April 2013

I. APPROVED BY: Dawn Carie  
DATE: 3 Apr 2013

DD FORM 1423-E, APR 00

PAGE 1 OF 1 PAGES