

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 1	Pages 159
2. Contract Number		3. Solicitation Number W56HZV-14-R-0035		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2014JUN16	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-AHL-B WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV		8. Address Offer To (If Other Than Item 7)			

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time 2014SEP15 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name DANIEL POEHLING	B. Telephone (No Collect Calls)			C. E-mail Address DANIEL.C.POEHLING.CIV@MAIL.MIL
		Area Code (586)	Number 282-7312	Ext.	

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
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15B. Telephone Number	15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code Number Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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22. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DANIEL POEHLING
Buyer Office Symbol/Telephone Number: CCTA-AHL-B/(586)282-7312
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

SPECIAL PROGRAM NOTES:

1. This solicitation is sole sourced to L-3 Communications Corporation, Muskegon, MI (CAGE 02978).
2. Army Contracting Command - Warren (ACC-WRN) plans to award a Firm Fixed-Price (FFP) and Cost Plus Fixed Fee (CPFF) Completion and Level of Effort (LOE) contract for Transmission HMPT Operational Reliability (THOR) HMPT transmissions, ancillary hardware, and System Technical Support (STS) to support the Bradley Fighting Vehicle System (BFVS), Multiple Launch Rocket System (MLRS), and the Paladin Integrated Management (PIM) Vehicle Platform. The contract will be for five years.
3. The following hardware requirements will be procured on a FFP basis. Please see Attachment 009 to complete pricing for hardware broken out between base period and option periods and between FOB Destination BAE York, PA and Red River Army Depot (RRAD) Texarkana, TX.

a. HMPT 800 Transmissions (four configurations):

1. HMPT 800 Reman Transmission in a Refurbished Container
2. HMPT 800 Reman Transmission on a Skid
3. HMPT 800 New Transmission on a Skid
4. HMPT 800 Reman Transmission in a New Container

b. Transmission Control Module (TCM) Electronic Assembly

c. Shift Tower

d. Transmission Electronically Controlled (TEC) Cable for BFVS

4. The following estimated hardware quantities below are broken out between the base period and the option periods. The Government may exercise the maximum option hardware quantity of 1,350 each over the five option periods of the contract. Although the estimated hardware quantity per option period is identified below, the Government may at its discretion exercise more or less hardware quantities per option period as long as the total option quantity does not exceed 1,350 each.

	<u>Quantity</u>
Base	63
Base Surge Option 1	87
Option 2	150
Option 3	270
Option 4	288
Option 5	<u>555</u>
Total	1,413

5. STS to support engineering and technical services will be procured on either a CPFF Completion basis or a CPFF Level of Effort (LOE) basis. Please see Attachment 009 to complete pricing for STS. The Government may exercise the maximum of 276,250 STS hours over the five option periods of the contract. Although the estimated number of hours per option period are identified below, the Government may at its discretion exercise more or less hours per option period as long as the total number of hours do not exceed 276,250. Estimated option period STS hours are as follows:

	<u>STS Hours</u>
Base Surge Option 1	68,750
Option 2	68,750
Option 3	53,750
Option 4	53,750

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Name of Offeror or Contractor:

Option 5 31,250
Total 276,250

6. The contractor is requested to provide a proposal for the entire effort in accordance with the Statement of Work sections C.1-C.3.16 and the associated Attachments and CDRLs.

7. In the event that the contractor's employee union collective bargaining agreement expires during performance of the resultling contract, wage determinations, per the Service Contract Act, shall be provided under separate cover for BAE York, PA and RRAD Texarkana, TX.

8. Proposal delivery instructions are referenced in Section L of the solicitation.

*** END OF NARRATIVE A0001 ***

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

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

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

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

(d) Requirements for the online ASFI bid submission:

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

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

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0035

(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

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Name of Offeror or Contractor:

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.

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

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

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

End of Provision

A-2 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON APR/2011

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

[End of Provision]

A-3 52.209-4025 NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL MAR/2013

The contractor is notified that in accordance with training requirements required in the performance of this solicitation, and subsequent contract, that the G2 Office of TACOM LCMC can provide the following training upon request to contracting personnel. This opportunity is extended to all contractor personnel performing at the Detroit Arsenal and TACOM LCMC Organizations, including Selfridge Air National Guard Base.

Training is available for AT/OPSEC requirements including but not limited to: iWatch Training, Annual Security Training, and OPSEC Training as part of Annual Security training.

Contractors should make requests for training to the buyer listed on this solicitation and contract.
 (End of Notice)

A-4 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 63 UNDEFINITIZED</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>				
1040	<p>TEC CABLE (BFVS) NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558305</p>				
1040AA	<p><u>PRODUCTION QUANTITY - TEC CABLE (BFVS) - BASE</u></p> <p>COMMODITY NAME: TEC CABLE (BFVS) CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	63	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 63 UNDEFINITIZED</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>				
1050	CONTROL TEST THOR II				
1050AA	<p><u>CONTROL TEST THOR II - BASE</u></p> <p>SERVICE REQUESTED: CONTROL TEST THOR II CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED</p>	1	LO	\$ _____	\$ _____
1110	<p>HMPT 800 REMAN TRANSMISSION NSN: 2520-01-626-5061 FSCM: 0000 PART NR: 57K0776</p>				
1110AA	<p><u>PRODUCTION QTY-HMPT 800 REMAN XM IN REFURB CONTAIN -OPTION 1</u></p> <p>COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY---</p>	87	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 87 UNDEFINITIZED</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>				
1120	<p>TCM ELECTRONIC ASSEMBLY NSN: 2520-01-627-6468 FSCM: 0000 PART NR: 12446650</p>				
1120AA	<p><u>PRODUCTION QUANTITY - TCM ELECTRONIC ASSY - OPTION 1</u></p>	87	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1130	<p>COMMODITY NAME: TCM ELECTRONIC ASSEMBLY CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 87 UNDEFINITIZED</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>SHIFT TOWER NSN: 2520-01-465-5184</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1130AA	<p>FSCM: 0000 PART NR: 12446242</p> <p><u>PRODUCTION QUANTITY - SHIFT TOWER - OPTION 1</u></p> <p>COMMODITY NAME: SHIFT TOWER CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 87 UNDEFINITIZED</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</p>	87	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1140	REQUISITION. TEC CABLE (BFVS) NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558305				
1140AA	<p><u>PRODUCTION QUANTITY - TEC CABLE (BFVS) - OPTION 1</u></p> <p>COMMODITY NAME: TEC CABLE (BFVS) CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 87 UNDEFINITIZED</p>	87	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
1150	CONTROL TEST THOR II				
1150AA	<u>CONTROL TEST THOR II - BASE - OPTION 1</u> SERVICE REQUESTED: CONTROL TEST THOR II CLIN CONTRACT TYPE: Firm Fixed Price <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u>				\$ _____
2010	HMPT 800 REMAN TRANSMISSION NSN: 2520-01-626-5061 FSCM: 0000 PART NR: 57K0776				
2010AA	<u>PRODUCTION QTY-HMPT 800 REMAN XM IN REFURE</u> <u>CONTAIN-OPTION 2</u> COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001). The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government. The failure of the offeror to insert a unit price applicable to the option quantity shall	90	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 90 UNDEFINITIZED</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>				
2011	<p>HMPT 800 REMAN TRANSMISSION NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558400</p>				
2011AA	<p><u>PRODUCTION QTY-HMPT 800 REMAN XM ON SKID - OPTION</u> 2</p> <p>COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES</p>	60	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 60 UNDEFINITIZED</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>				
2020	<p>TCM ELECTRONIC ASSEMBLY NSN: 2520-01-627-6468 FSCM: 0000 PART NR: 12446650</p>				
2020AA	<p><u>PRODUCTION QUANTITY - TCM ELECTRONIC ASSY - OPTION 2</u></p> <p>COMMODITY NAME: TCM ELECTRONIC ASSEMBLY</p>	150	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2030	<p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 150 UNDEFINITIZED</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>SHIFT TOWER NSN: 2520-01-465-5184 FSCM: 0000 PART NR: 12446242</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2030AA	<p><u>PRODUCTION QUANTITY - SHIFT TOWER - OPTION 2</u></p> <p>COMMODITY NAME: SHIFT TOWER CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 150 UNDEFINITIZED</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>	150	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2040	TEC CABLE (BFVS) NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558305				
2040AA	<p><u>PRODUCTION QUANTITY - TEC CABLE (BFVS) - OPTION 2</u></p> <p>COMMODITY NAME: TEC CABLE (BFVS) CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 150 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:</p>	150	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.													
2050	CONTROL TEST THOR II													
2050AA	<p>CONTROL TEST THOR II - OPTION 2</p> <p>SERVICE REQUESTED: CONTROL TEST THOR II CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>UNDEFINITIZED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED	1	LO	\$ _____	
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	UNDEFINITIZED												
3010	<p>HMPT 800 REMAN TRANSMISSION NSN: 2520-01-626-5061 FSCM: 0000 PART NR: 57K0776</p>													
3010AA	<p><u>PRODUCTION QTY-HMPT 800 REMAN XM IN REFURE CONTAIN-OPTION 3</u></p> <p>COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall</p>	135	EA	\$ _____	\$ _____									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 135 UNDEFINITIZED</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>				
3011	<p>HMPT 800 REMAN TRANSMISSION NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558400</p>				
3011AA	<p><u>PRODUCTION QTY-HMPT 800 REMAN XM ON SKID - OPTION</u> <u>3</u></p> <p>COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES</p>	81	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 81 UNDEFINITIZED</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>				
3012	<p>HMPT 800 NEW TRANSMISSION NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558400</p>				
3012AA	<p><u>PRODUCTION QTY-HMPT 800 NEW XM ON SKID - OPTION 3</u></p> <p>COMMODITY NAME: HMPT 800 NEW TRANSMISSION CLIN CONTRACT TYPE:</p>	54	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3020	<p>Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 54 UNDEFINITIZED</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>TCM ELECTRONIC ASSEMBLY NSN: 2520-01-627-6468 FSCM: 0000 PART NR: 12446650</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3020AA	<p><u>PRODUCTION QUANTITY - TCM ELECTRONIC ASSY - OPTION 3</u></p> <p>COMMODITY NAME: TCM ELECTRONIC ASSEMBLY CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 270 UNDEFINITIZED</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>	270	EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3030	SHIFT TOWER NSN: 2520-01-465-5184 FSCM: 0000 PART NR: 12446242				
3030AA	<p><u>PRODUCTION QUANTITY - SHIFT TOWER - OPTION 3</u></p> <p>COMMODITY NAME: SHIFT TOWER CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 270 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:</p>	270	EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3040	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. TEC CABLE (BFVS) NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558305				
3040AA	<p><u>PRODUCTION QUANTITY - TEC CABLE (BFVS) - OPTION 3</u></p> <p>COMMODITY NAME: TEC CABLE (BFVS) CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p>	270	EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
001	<table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>270</td> <td>UNDEFINITIZED</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	270	UNDEFINITIZED				
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>									
001	270	UNDEFINITIZED									
3050	<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>										
3050	CONTROL TEST THOR II										
3050AA	<u>CONTROL TEST THOR II - OPTION 3</u>	1	LO	\$ _____	\$ _____						
	<p>SERVICE REQUESTED: CONTROL TEST THOR II CLIN CONTRACT TYPE: Firm Fixed Price</p>										
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>										
	<p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>UNDEFINITIZED</td> </tr> </table> </p>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>									
001	1	UNDEFINITIZED									
4010	<p>HMPT 800 REMAN TRANSMISSION NSN: 2520-01-626-5061 FSCM: 0000 PART NR: 57K0776</p>										
4010AA	<p><u>PRODUCTION QTY-HMPT 800 REMAN XM IN REFURE CONTAIN-OPTION 4</u></p>	135	EA	\$ _____	\$ _____						
	<p>COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p>										
	<p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p>										
	<p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual</p>										

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 135 UNDEFINITIZED</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>				
4011	HMPT 800 REMAN TRANSMISSION NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558400				
4011AA	<p><u>PRODUCTIN QTY-HMPT 800 REMAN XM ON SKID-OPTION 4</u></p> <p>COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p>	58	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012	<p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 58 UNDEFINITIZED</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>HMPT 800 NEW TRANSMISSION NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558400</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012AA	<p><u>PRODUCTION QTY-HMPT 800 NEW XM ON SKID - OPTION 4</u></p> <p>COMMODITY NAME: HMPT 800 NEW TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 86 UNDEFINITIZED</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>	86	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013	HMPT 800 REMAN TRANSMISSION NSN: 2520-01-626-5061 FSCM: 0000 PART NR: 57K0776				
4013AA	<p><u>PRODUCTION QTY-HMPT 800 REMAN XM IN NEW CONTAIN-OPTION 4</u></p> <p>COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 9 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</p>	9	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4020	(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. TCM ELECTRONIC ASSEMBLY NSN: 2520-01-627-6468 FSCM: 0000 PART NR: 12446650				
4020AA	<p><u>PRODUCTION QUANTITY - TCM ELECTRONIC ASSY - OPTION 4</u></p> <p>COMMODITY NAME: TCM ELECTRONIC ASSEMBLY CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p>	288	EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4030	<p><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 288 UNDEFINITIZED</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>SHIFT TOWER NSN: 2520-01-465-5184 FSCM: 0000 PART NR: 12446242</p>				
4030AA	<p><u>PRODUCTION QUANTITY - SHIFT TOWER - OPTION YEAR 4</u></p> <p>COMMODITY NAME: SHIFT TOWER CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p>	288	EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 288 UNDEFINITIZED</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>				
4050	CONTROL TEST THOR II				
4050AA	<p><u>CONTROL TEST THOR II - OPTION 4</u></p> <p>SERVICE REQUESTED: CONTROL TEST THOR II CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 UNDEFINITIZED</p>	1	LO		\$ _____
5010	<p>HMPT 800 REMAN TRANSMISSION NSN: 2520-01-626-5061 FSCM: 0000 PART NR: 57K0776</p>				

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011	HMPT 800 REMAN TRANSMISSION NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558400				
5011AA	<p>PRODUCTIN QTY-HMPT 800 REMAN XM ON SKID-OPTION 5</p> <p>COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 111 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR</p>	111	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
5012	HMPT 800 NEW TRANSMISSION NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558400				
5012AA	<p><u>PRODUCTION QTY-HMPT 800 NEW XM ON SKID - OPTION 5</u></p> <p>COMMODITY NAME: HMPT 800 NEW TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 167 UNDEFINITIZED</p>	167	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5013	FOB POINT: Destination SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. HMPT 800 REMAN TRANSMISSION NSN: 2520-01-626-5061 FSCM: 0000 PART NR: 57K0776				
5013AA	<p><u>PRODUCTION QTY-HMPT 800 REMAN XM IN NEW CONTAIN-OPTION 4</u></p> <p>COMMODITY NAME: HMPT 800 REMAN TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	17	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 17 UNDEFINITIZED</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>				
5020	<p>TCM ELECTRONIC ASSEMBLY NSN: 2520-01-627-6468 FSCM: 0000 PART NR: 12446650</p>				
5020AA	<p><u>PRODUCTION QUANTITY - TCM ELECTRONIC ASSY - OPTION 5</u></p> <p>COMMODITY NAME: TCM ELECTRONIC ASSEMBLY CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS:</p>	555	EA	\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-14-R-0035 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 555 UNDEFINITIZED</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>				
5030	<p>SHIFT TOWER NSN: 2520-01-465-5184 FSCM: 0000 PART NR: 12446242</p>				
5030AA	<p><u>PRODUCTION QUANTITY - SHIFT TOWER - OPTION 5</u></p> <p>COMMODITY NAME: SHIFT TOWER CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p>	555	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 555 UNDEFINITIZED</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>				
5040	<p>TEC CABLE (BFVS) NSN: 9999-99-999-9999 FSCM: 0000 PART NR: 12558305</p>				
5040AA	<p><u>PRODUCTION QUANTITY - TEC CABLE (BFVS) - OPTION 5</u></p> <p>COMMODITY NAME: TEC CABLE (BFVS) CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p>	555	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE 52.211-4514 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DEL DATE 001 555 UNDEFINITIZED</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>				
5050	CONTROL TEST THOR II				
5050AA	<p><u>CONTROL TEST THOR II - OPTION 5</u></p> <p>SERVICE REQUESTED: CONTROL TEST THOR II CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL</p>	1	LO		\$ _____

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
	<table border="0"> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>UNDEFINITIZED</td> </tr> </table>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED								
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>													
001	1	UNDEFINITIZED													
6001	STS THOR II														
6001AA	<p><u>STS THOR II - OPTION 1</u></p> <p>SERVICE REQUESTED: STS THOR II CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>Cost Plus Fixed Fee (CPFF) Completion or CPFF Level of Effort (LOE) basis. See B.1.2 herein.</p> <p>Estimated Option One STS hours that may be exercised: 68,750.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>UNDEFINITIZED</td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		UNDEFINITIZED	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ _____ \$ _____ \$ _____
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	UNDEFINITIZED														
6002	STS THOR II														
6002AA	<p><u>STS THOR II - OPTION 2</u></p> <p>SERVICE REQUESTED: STS THOR II CLIN CONTRACT TYPE: Cost Plus Fixed Fee</p> <p>Cost Plus Fixed Fee (CPFF) Completion or CPFF Level of Effort (LOE) basis. See B.1.2 herein.</p>	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ _____ \$ _____ \$ _____										

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MOD/AMD

Name of Offeror or Contractor:

B.1 SYSTEM TECHNICAL SUPPORT (STS)

B.1.1 ESTIMATED COST, FIXED FEE AND PAYMENT

The estimated cost for the performance of work under this contract is established in Section B at the four-digit Contract Line Item Number (CLIN) level. The contractor shall notify the Government in accordance with (IAW) the Limitation of Cost Clause, FAR 52.232-20, whenever there is reason to believe that the funds allotted to this contract are either insufficient or excessive for the performance of the work required. Allowable costs shall be determined and payment shall be IAW FAR Clause 52.216-7, Allowable Cost and Payment.

B.1.1.1 FIXED FEE

The contractor shall be paid the total fixed fee stated in the Section B CLIN exercised for the performance of the work IAW the contract clause entitled FIXED FEE, FAR 52.216-8.

During the performance of WDs under each CLIN, the Government shall make interim payments of Fixed Fee with each invoice submitted per FAR 52.216-7, Allowable Cost and Payment, in the same ratio as the Fixed Fee is to the Estimated Cost for each CLIN. Interim Fixed Fee payments shall be subject to the withholding provisions.

B.1.2 WORK DIRECTIVES

In accordance with FAR 16.306(d), work directives shall be awarded on a CPFF completion basis, when possible. A completion basis describes the scope of work by stating a definite goal or target and specifying an end product and requires the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

If a completion form cannot be defined or there is no end product, a term form work directive shall be awarded. The 'term' form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort (LOE) for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period, upon contractor statement that the level of effort specified in the contract has been expended in performing the contract work.

The Estimated Cost, Fixed Fee and Total CPFF for each CLIN shall be based on the cumulative pricing of WDs under each CLIN. Prior to award, the contractor shall submit a basis of estimate (BOE) for each WD of the estimated cost for the Government to evaluate prior to award. The estimated cost for each WD shall consist of: 1) Base Labor Hours; 2) Base Material; 3) Base Other Direct Costs (ODCs); and 4) a time-phased work breakdown structure (WBS) for the POP for each WD. Pricing of each WD shall be developed using Negotiated Pricing Factors identified in Section B.1.3. The negotiated pricing factors represent the fully burdened amount applied to each Base Labor Hour, each dollar of Base Material and each dollar of Base ODCs associated with each WD. The estimated cost and fixed fee is based on the contractor completing the total Base Hours, Base Material and Base Other Direct Costs (ODCs) applicable to each Work Directive (WD) identified under each CLIN for the specified Period of Performance (POP).

B.1.2.1 The contractor is not authorized to begin work on any WD until the Government Procuring Contracting Officer (PCO) executes a contract modification or provides written approval of a WD.

B.1.3 PRICING OF INDIVIDUAL WORK DIRECTIVES

Individual WDs shall be priced based on the amount of estimated Base Hours, Base Material and Base Other Direct Costs (ODCs) identified in the WD, multiplied by the applicable composite pricing factors. The composite pricing factors are fully burdened and shall be applicable to all WDs added to the contract during calendar years (CY) 2015 - 2019. WDs shall be priced using the composite pricing factors in effect during the CY in which they are awarded.

Pricing Factors: Contractor shall propose in accordance with Attachment 009:

CY15:	Labor	Material	ODCs
Estimated Cost	\$	\$	\$
Fixed Fee	\$	\$	\$
Total CPFF	\$	\$	\$

CY16:	Labor	Material	ODCs
Estimated Cost	\$	\$	\$
Fixed Fee	\$	\$	\$
Total CPFF	\$	\$	\$

CY17:	Labor	Material	ODCs
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MOD/AMD

Name of Offeror or Contractor:

Estimated Cost	\$	\$	\$
Fixed Fee	\$	\$	\$
Total CPFF	\$	\$	\$
CY18:			
	Labor	Material	ODCs
Estimated Cost	\$	\$	\$
Fixed Fee	\$	\$	\$
Total CPFF	\$	\$	\$
CY19:			
	Labor	Material	ODCs
Estimated Cost	\$	\$	\$
Fixed Fee	\$	\$	\$
Total CPFF	\$	\$	\$

B.2 OPTIONS

The Government has the right to exercise options, at the prices stated in Attachment 009, provided the contractor is still in production, and a 12 month lead-time is given to the contractor. This contract becomes self-terminating should the Government decide not to exercise options.

B.2.1 HARDWARE QUANTITIES (TRANSMISSION AND ANCILLARY HARDWARE)

The Government may exercise the maximum option hardware quantity of 1,350 each over the five option periods of the contract. Although the estimated hardware quantity per option period is identified below, the Government may at its discretion exercise more or less hardware quantities per option period as long as the total option quantity does not exceed 1,350 each. Moreover, unexercised option period hardware quantities may be rolled over into subsequent option periods. Estimated option periods for hardware are as follows.

	<u>Quantity</u>
Base Surge Option 1	87
Option 2	150
Option 3	270
Option 4	288
Option 5	<u>555</u>
Total	1,350

B.2.2 HARDWARE PRICES (TRANSMISSION AND ANCILLARY HARDWARE)

Options, if exercised, will be at the Unit Prices specified in Attachment 009 for hardware deliveries falling into each respective calendar year. A delivery schedule, for any options exercised, will be mutually established prior to award of any options.

Range Pricing: Pricing of transmissions shall be based on anticipated monthly production at the Minimum Sustaining Rate (MSR) of ten transmissions per month as well as total quantities ordered. As monthly deliveries exceed the MSR, costs will decrease on a per unit basis. The contract quantity range utilized shall be determined by the total number of transmissions at the time of initial contract award. For example, the base award for 63 transmissions would be priced based on prices identified in Range 2 (60-119). For options exercised, the quantity range shall be based on the cumulative number of transmissions exercised within a 120 day period. Option quantities exercised within a given 120 day period shall result in a downward price adjustment if the cumulative quantity for that period falls within a higher range. The contractor shall use the midpoint of each range for pricing their proposal. Deliveries of transmissions cannot begin prior to 12 months after option award unless by mutual agreement. The ranges are stated in unit prices.

	Qty		Range 1	Range 2	Range 3	Range 4	Range 5
	Base	Option	(1-59)	(60-119)	(120-239)	(240-479)	(480 +)
CY15	63		XXX XXX XXX XX \$		XXX		
CY15		87	\$	\$	\$	XXX XXX XXX XXX XXX XXX XX	
CY16		150	\$	\$	\$	XXX XXX XXX XXX XXX XXX XX	
CY17		270	\$	\$	\$	\$	XXX XXX XX
CY18		288	\$	\$	\$	\$	\$
CY19		555	\$	\$	\$	\$	\$

Downward adjustment calculation: Previous unit prices of individual quantities exercised within 120 days of the initial order, during each option period, shall be subject to downward adjustment to the new unit price range based on the cumulative quantity of options exercised. The difference between the resulting extend amounts (Unit Price x Qty) may be de-obligated from the contract.

B.2.3 SYSTEM TECHNICAL SUPPORT (STS)

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The Government may exercise the maximum of 276,250 STS hours over the five option periods of the contract. Although the estimated number of hours per option period are identified below, the Government may at its discretion exercise more or less hours per option period as long as the total number of hours do not exceed 276,250. Moreover, unexercised option period STS hours may be rolled over into subsequent option periods. Estimated option period STS hours are as follows:

	<u>Estimated Hours</u>
Base Surge Option 1	68,750
Option 2	68,750
Option 3	53,750
Option 4	53,750
Option 5	<u>31,250</u>
Total	276,250

*** END OF NARRATIVE B0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Hardware Deliveries

The contractor shall deliver hardware in accordance with all delivery schedules and perform all of the functions listed below. Hardware deliveries shall include:

HMPT 800 Transmission

- Reman Transmission in a Refurbished Container
- Reman Transmission on a Skid
- New Transmission on a Skid
- Reman Transmission in a New Container

Ancillary Hardware

- TCM
- Shift Tower
- TEC Cable

C.1.1 Hardware Deliverable Core Management

The Government will provide the contractor cores 60 days in advance of manufacturing requirements based on the monthly delivery schedule. The contractor shall establish a process for the distribution, teardown and analysis of cores. A transmission core is defined as either an unserviceable or serviceable transmission of a lesser configuration that is upgradeable to a newer configuration. The core must be within economic repair meaning there must be enough reusable parts to be economically feasible to upgrade in lieu of procuring an entirely new transmission. The core will be torn completely down, each part inspected for wear criteria and upgraded accordingly.

C.1.1.1. Beyond Economic Repair (BER)

C.1.1.1.1. The contractor shall, upon delivery from the Government, conduct a BER assessment. The presence of any of the following criteria in a core shall cause the core to be determined Beyond Economic Repair.

- 1.If interior rust is present on 5% of interior parts and this rust causes at least 75% of these rusted parts to fail National Maintenance Work Requirements (NMWR) criteria for re-use.
2. If the Transmission exhibits battle damage making more than one exterior housing (including the Interface Assembly (IA)) to be rejected per NMWR.
3. If the Transmission exhibits cannibalization of parts that would normally be reused (non-mandatory replacement items) in excess of \$500 in replacement value.
4. If the overall repair costs exceed 80% of the value to build a new transmission.

C.1.1.1.2 If the contractor determines that hardware is BER, it must obtain DCMA concurrence with that assessment.

C.1.1.1.3 If DCMA concurs that the hardware is BER, the Government shall determine if a repair proposal is required. If requested by the Government, the contractor shall provide a proposal to perform the repair or disposition the usable components.

C.1.2 Wartime Surge and Demand

The contractor shall develop a plan to begin producing transmissions at maximum capacity at all manufacturing sites in accordance with (IAW) CDRL A037.

C.1.3 Material Acquisition

The contractor shall manage all material and inventory requirements necessary to support this program. Stock must be ordered in sufficient time to ensure the uninterrupted flow of material to the production lines at all build sites.

C.1.3.1 Inspect and Replace Only as Necessary (IROAN) Variation

The contractor shall put in place a method (Kanban or other process) that will allow for the shipment of IROAN material to support manufacturing requirements when and if the actual usage exceeds the current Bill of Material (BOM). Each instance will require engineering review to assure that the correct evaluation of the IROAN material is following established practices. The contractor shall utilize existing procedures, audits and frequency schedules currently in place at L-3 CPS to maintain material readiness.

C.1.3.2 Bill of Materials (BOM)

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The contractor shall monitor and maintain usage rates for components at all build sites to ensure the bill of materials for Transmission requirements are accurate. The contractor shall utilize and maintain audit records for all build sites. Reports will be available to the Government upon request.

C.1.3.3 Material Usage and Tracking

The contractor shall notify the Government of supplier issues affecting deliveries and schedules within 10 days of the contractor being advised of the concern.

C.1.4 Manufacturing

The contractor shall build and test hardware in accordance with the Technical Data Package (TDP) and NMWR requirements. Process controls and metrics shall be instituted across all build sites to ensure the hardware meets a consistent standard. This information shall be made available to the Government upon request.

C.1.4.1 Teardown and Inspection

Each build site shall teardown cores and inspect components in accordance with the standards defined in the appropriate NMWR.

C.1.4.2 Preserve and Package Hardware

The contractor shall preserve and package all hardware deliverables in accordance with best commercial practices.

C.1.4.3 Process Improvements

The contractor shall apply Lean Sigma or other process improvement tools and techniques to develop and implement process improvements at each transmission manufacturing site.

C.1.5 Shipping and Delivery

The contractor shall be responsible for transmission hardware deliveries and shipment from each of its production sites.

C.1.5.1 Shipping and Delivery

The contractor is responsible for delivery of all hardware procured under this contract. The contract shall be responsible for shipment of all hardware deliverables, requesting shipping instructions in a timely fashion, and arranging transportation requirements. Deliveries will be Free on Board (FOB) Destination.

C.1.6 Item Unique Identification (IUID)

The contractor shall be responsible for IUID implementation and/or updates. Directions and Guidelines referencing general UID policy can be found DFARS 252.211-7003 and in the most recent version of MIL-STD-130. The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows: (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

C.1.6.1 Item Unique Identification (IUID) Marking Requirement

All items requiring IUID markings IAW DFAR 252.211-7003 (paragraph c) shall incorporate labeling or marking information as part of the technical data package (TDP) IAW MIL STD 130. Applicable 2D CAD drawings and 3D CAD solid model product data shall include IUID marking information. The IUID information in drawings, solid models and associated lists shall indicate method of marking or labeling, label or plate material composition, data matrix location and orientation and other applicable information IAW MIL STD 130.

C.1.6.2 Record IUID Data

The contractor shall maintain records of serialized hardware requiring Unique Identification and submit reports as the hardware is delivered (from all build sites) in accordance with established procedures.

C.2 Program Management and Build Support

C.2.1 Program Management

The contractor shall provide Program Management support including oversight of all build sites. The contractor shall maintain a management organization, management systems, and processes to execute the technical, management, schedule and cost obligations set forth in this contract.

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C.2.2 L-3 Site Management Oversight

The contractor shall maintain a presence at each of the build sites. This will include the functions of site management, technical and quality oversight required to ensure a common build standard and adherence to delivery schedules.

C.2.2.1 Floor Support/Dynamometers (Dyno)

The contractor shall provide technical support to include assisting manufacturing (at each build site) in understanding and interpreting drawings and technical data, Material Review Board actions regarding discrepant materials (see paragraphs E.1.5 and E.1.5.1), and serve as a liaison with STS contractor design personnel. The contractor shall provide the technical support required to ensure all dynos are suitable for acceptance and control tests per the NMWR and transmission specifications at all build sites.

C.2.3 Engineering Support in Production (ESIP)

The contractor shall provide Engineering support to all build sites to ensure build standards are being interpreted and followed consistently, provide support to resolve issues and questions related to the build process, troubleshoot during manufacture and test, collect data to monitor the process, and provide Quality Engineering support from incoming materials through outgoing product. ESIP shall also include maintenance to the Technical Data Package (TDP), Manufacturing and BOMs, and the NMWR for changes due to obsolescence, procurement, and manufacturing processes.

C.2.3.1 Obsolescence

The contractor is responsible for screening and subsequent replacement and or redesign of a substitute part/system required due to parts becoming unavailable/obsolete. This effort is limited to parts availability/obsolescence issues that directly impact the contractors ability to build HMPT Series transmissions and associated hardware under this contract. The contractor shall notify the Government of any procurement activity to remedy obsolescence shortages for the period of performance of this contract.

C.2.3.1.1 Notwithstanding the above, if the remedy due to a component becoming unavailable/obsolete requires a redesign or qualification of a source controlled vendor, and is categorized as a Class 1 change, the funding will be the responsibility of the Government.

C.2.4 First Pass Yield

The contractor shall be responsible for collecting acceptance test yield data from all build sites. Data collection shall include:

- a. Transmission (XM) serial number.
- b. Build site and test site.
- c. Pass/Fail records.
- d. Root cause documentation for failure records.

The contractor shall submit an Acceptance Test First Pass Yield Report IAW with CDRL A035. The data or method of collection is subject to Government audit at any time.

C.2.4.1 Criteria for Determining Acceptance Test First Pass Yield (FPY)

a. The FPY percentage is an indicator/measurement of: workmanship on components; sub-assemblies; final build; adherence to process/NMWR requirements; and quality of procured material and performance of the Acceptance Test itself. All acceptance test failures shall be used in the FPY calculation regardless of cause except as indicated in paragraph c. below.

b. The FPY percentage is derived by dividing the number of transmissions which passed the acceptance test on the first attempt, by the total number of transmissions tested. This will be based on the scheduled number of transmissions to be delivered for any given month.

c. If a transmission fails the acceptance test and subsequent investigation determines the test cell itself or associated equipment was the cause, then the transmission is not considered a FPY failure upon passing a re-test.

d. Regardless of corrections made to failed transmissions and subsequent re-tests (except as noted in paragraph c. above) the FPY percentage shall not be changed.

C.2.5 Data Delivery Notice

The contractor shall provide email notification of data submissions to the PCO, COR and Government IPT lead.

C.3 System Technical Support (STS)

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C.3.1 General STS Work Statements

The contractor shall support the following general work statements and as required by Work Directives.

C.3.1.1 The contractor shall furnish supplies and services necessary to accomplish the effort described in this Contract for modifications, changes, and/or improvements to the transmission system. Efforts shall include program management, logistics support, engineering, product assurance and field service support for the transmission.

C.3.1.2 Cost and Performance Reporting (CPR)

The Cost and Performance Report (CDRL A001) shall provide monthly and cumulative to date Budget, Performance, and Expenditure by WD. This report shall be submitted electronically to the designated Government point of contact Procuring Contracting Officer (PCO), Contracting Officer Representative (COR) and Contracting Officer Technical Representative (COTR) no later than the 10th business day of the following month. This report shall be in contractor format as agreed by the Government.

C.3.1.3 Contractor Manpower Reporting (CMR)

The contractor shall report the required data for all services contracts in accordance with the Army Contracting Activities of the Secretary of the Army initiative dated 7 January 2005, subject: Accounting for Contract Services. A desktop application has been developed in order to simplify the reporting process. This application contains the data elements, definitions, and business rules needed by a contractor to create the files needed for CMR compliance. It is located on the front page of the CMR website, <https://contractormanpower.army.pentagon.mil/>. The CMR help desk is 703-377-6199.

C.3.1.4 The contractor shall prepare a THOR STS Integrated Master Schedule (IMS) for all WDs awarded under this contract IAW CDRL A039.

C.3.2 Work Directives (WD)

C.3.2.1 All work under this Contract Section shall be performed only to the extent authorized by the Government-issued WD signed by the Procuring Contracting Officer (PCO). The Government is under no obligation to pay for work performed outside of a given WD. Nor shall the Government be under obligation to pay for the expenditure of hours in excess of the hours listed on a given WD.

C.3.2.1.1 Examples of Work Directives are as follows:

1. Field service representatives.
2. Systems Engineering.
3. Program, engineering and quality management.
4. Engineering change proposals.
5. Configuration management and TDP maintenance.
6. Logistics Support.
7. Product Improvements.

If the contractor has been tasked to perform any effort, which it thinks is beyond the scope of the Contract, it shall immediately notify the Contracting Officer in writing. The Contracting Officer will issue a determination on the action within 10 days.

C.3.2.1.2 Any such work performed, which is not covered by an approved Work Directive (WD), relieves the Government of all liability for claims of reimbursement for those efforts.

C.3.2.1.3 In accomplishing the effort under this Contract, the contractor agrees that it shall not duplicate or otherwise provide efforts, present or future, required to be performed under any current or past Contracts.

C.3.2.1.4 The contractor shall provide input for scope and storybooks required by the Government to create WDs, schedules, hours and cost projections.

C.3.3 Reserved.

C.3.4 Systems Engineering

C.3.4.1 The contractor shall be responsible for Systems Engineering, to include design, redesign, development, integration, validation,

Name of Offeror or Contractor:

and testing for all systems, subsystems, hardware, and software reflected by the technical activities conducted under this Contract. The contractor is responsible for ensuring that optimum solutions are introduced into the transmission design without sacrifice in areas of total system performance, reliability, durability, safety, cost, maintainability, and quality. The contractor may be required to conduct design studies, feasibility and trade-off studies, safety and human factors analysis, perform market surveys, fabricate hardware, prepare test plans, and perform testing. These efforts would be required in order to correct known or potential deficiencies, improve performance, accomplish cost reductions, or analyze program alternatives. The contractor may be required to prepare engineering hardware cost and schedule estimates based on the production quantities. In addition, the contractor may be required to prepare cost and schedule estimating for the application of such hardware at a specific maintenance level, such as depot. The contractor may be required to resolve field problems and secondary item procurement problems and develop solutions for such problems as they arise. The contractor shall maintain facility vehicles in accordance with established maintenance procedures found in vehicle technical manuals. Maintenance shall include those design enhancements required by WDs. The contractor shall design for commonality between the Bradley Fighting Vehicle (BFV), Paladin Integrated Management (PIM) and Multiple Launch Rocket System (MLRS) platforms.

C.3.4.2 The contractor shall provide a detailed review for all proposed work under this Contract. This review shall identify the need for specialty engineering involvement in support of design effort. The specialty engineering disciplines shall consist of Systems Engineering, Quality, Product Support, Training and Maintenance Engineering, System Test Integration, System Safety, Human Factors, Reliability and Maintainability (RAM), System Analysis, System Validation and MANPRINT Integration.

C.3.4.3 The contractor shall be responsible for participation in all design review meetings, review of design parameter documents for appropriate load conditions and safety factors, assistance in selection of safety critical items, and participation in safety review and failure analysis board meetings.

C.3.4.4 When potential improvements or cost reduction areas are identified, the contractor shall conduct cost effectiveness studies and submit recommendations for each prospective improvement or cost reduction project.

C.3.4.5 The contractor shall conduct technical/design analysis to confirm adequacy of component design and document the results.

C.3.4.6 The contractor shall conduct producibility analysis in the development of changes to Government-controlled items performed under this Contract to assure the systems, subsystems, and components are producible in the most effective manner consistent with quality, reliability, and design requirements.

C.3.5 System Validation

The contractor shall provide a system and component validation function. This shall include: modeling and simulation; component bench testing; design verification testing; qualification testing; and other activities direct by WD. The contractor shall track and record progress of designs and components undergoing validation testing as directed by the Government, at Government and contractor test sites.

The contractor shall plan, coordinate, and control lab validation/Qualification Testing for Line Replaceable Unit (LRU) items, alternate source items, and new components as a result of Government-directed ECPs or production associated changes or improvements. Data recorded from testing shall be used to validate specification and final configuration compliance.

C.3.6 Pollution Prevention Program (P3)

The contractor shall maintain and update the P3 for each system(s) as directed in appropriate WDs. The P3 shall be executed in compliance with all current federal, state and local laws, regulations and requirements.

C.3.7 MANPRINT**C.3.7.1 Human Factors Engineering**

The contractor shall provide Human Engineering Progress Reports (HEPR) for all approved ECPs that affect the soldier machine interface.

C.3.7.2 Environmental, Safety, and Occupational Health (ESOH)**C.3.7.2.1 System Safety Program Requirements**

The contractors system safety program shall identify, assess, mitigate, and continuously track, control, and document environmental, safety, and occupational health (ESOH) mishap risks encountered in performing the tasks needed to execute the contract. The system safety program is responsible for the implementation and monitoring of engineering and management principles, criteria, and techniques to achieve acceptable mishap risk, within the constraints of operational effectiveness, time, and cost, throughout the contract. A safe design is a prerequisite for safe operations, with the goal being to produce an inherently safe product that will have the minimum safety-imposed operational restrictions in accordance with MIL-STD-882E. The contractor shall prepare a System Safety Program Plan (SSPP) that describes the planned safety tasks and activities necessary to execute a comprehensive and effective System Safety Program, in accordance with CDRL A002.

C.3.7.2.2 Health Hazard Assessment Report (HHAR)

Name of Offeror or Contractor:

The contractor shall perform and document a HHAR to identify health hazards and recommend engineering controls, equipment, and protective procedures, to reduce the associated acceptable risk. The contractor shall provide an HHAR for each vehicle system and design modification prior to test activities. The HHAR shall be delivered to the Government in contractor format in accordance with CDRL A003.

Issues to be addressed within the report shall include:

- Noise
- Toxic gases
- Carbon Monoxide
- Ammonia
- Oxides of nitrogen and sulfur
- Toxic chemicals
- Ionizing and non-ionizing radiation
- Heat and cold (to include heat stress)
- Shock and Whole Body Vibration to crew members
- Address the chemicals identified in the Material Safety Data Sheets to be provided in accordance SAE-AMS2825.

C.3.7.2.3 Safety Assessment Report (SAR)

The contractor shall update the SAR as needed and in contractor format in accordance with CDRL A004 for directed design changes of this contract. The SAR shall identify all potential and actual Safety and Health Hazards associated with the contract delivered components. The SAR shall include a description and evaluation of each hazard and the actions identified for mitigation of the associated risks. Hazard risks shall be evaluated by severity and probability of occurrence before and after mitigation in accordance with MIL-STD-882E.

C.3.7.2.4 Safety Engineering

The contractor shall identify and evaluate functional hazards associated with applicable changes and the system and subsystem level to determine the criticality of hardware, firmware, and software component failures. The safety assessment process shall include appropriate system and subsystem level assessment tools such as: Functional Hazard Assessments (FHA), Hazard Causal Factor Analysis (HCFA), Fault Tree Analyses (FTA), and FMECA to support the system safety assessments and the Failure Reporting, analysis, and Corrective Action System (FRACAS) requirements. The safety analyses and assessments of changes and change impacts shall identify new potential hazards and their effect on the system integrity throughout the development and qualification of hardware, firmware, and software. The contractor shall provide to the Government access to supporting documentation through the SSWG process for FHAs, FTAs, FMECAs, or other applicable assessment tools for hazard tracking reports that identify hazard severity levels and their probable frequency of occurrence. The contractor shall ensure that the operation and maintenance instructions and training are generated with appropriate safety procedures and precautionary information.

C.3.7.2.5 Critical Safety Program (CSP)

The CSP described herein is applicable to any items for which drawings will be delivered to the Government.

C.3.7.2.5.1 CSP Definitions. The following definitions apply:**C.3.7.2.5.1.1 Critical Safety Items (CSI)**

A part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would likely result in an unsafe condition. Unsafe conditions include conditions which would cause loss or damage to the end item or major component, or loss of control of the vehicle, or serious injury to personnel. Unsafe conditions are those in hazard severity categories IA-D, II A-C, and III A-B of the risk acceptance level definitions, in accordance with MIL-STD-882E.

C.3.7.2.5.1.2 Critical Safety Characteristics (CSC)

A CSC is any feature (i.e. tolerance, finish, material composition, manufacturing, assembly, or inspection process) of a product, material, or process, which, if nonconforming or missing would cause the failure or malfunction of the critical safety item.

C.3.7.2.5.2 Identification of CSIs

The contractor shall clearly identify each CSI and assembly process as such on the engineering top drawing, part drawing, or assembly drawing. The contractor shall clearly identify the CSCs for each CSI on the engineering parts, engineering top drawings, part drawings, assembly drawings, and process documentation. The contractor shall ensure that all designated or identified CSCs shall have an associated control method. The control method, as a minimum, shall be either a Statistical Process Control (SPC) at a process capability index greater than or equal to 1.66, or a 100% inspection. The contractor shall annotate the control method in the drawing notes for all designated or identified CSCs. The specific method for marking drawings shall be as delineated in MIL-STD-31000 and ASME Y14.100.

C.3.7.2.5.3 Data Sources

Name of Offeror or Contractor:

Identification of CSIs shall be based on the following data sources:

- Engineering analysis
- Failure modes and effects, criticality analysis (MIL-STD-1629)
- Safety assessment / safety hazard analysis (MIL-STD-882E)
- Development testing / operational testing results
- RAM engineering assessments
- Previous experience using like items or designs
- LSA data
- Component qualification test results

C.3.7.2.5.4 The contractor shall validate the CSI requirements expressed herein to ensure that all critical safety aspects of the design are accurately depicted on deliverable drawings, and parts or materials operate well below fatigue limits or stress levels. The contractor shall ensure that the Government can verify these requirements without the use of destructive inspection equipment. The contractor's validation shall be based on engineering analyses of the CSI characteristics, and the validation shall consider design changes, and deterioration through time from use, fatigue life, and operating conditions.

C.3.7.2.5.5 CSI Master List

The contractor shall prepare and deliver a master list of CSIs and associated critical characteristics, including nomenclatures and Part Numbers in accordance with Critical Safety Item(s)/Characteristics Report (CDRL A005) . The contractor shall maintain and update the CSI list throughout the life of the contract. The contractor shall also reference the CSIs on vehicle class and division drawings. This list shall be dynamic in nature, with changes taking place as experience and knowledge are obtained, and as design changes are incorporated into the system.

C.3.7.2.6 Safety Control Board

The contractor shall establish a safety control board consisting of representatives from the contractor's design, quality, manufacturing, field service, engineering, safety, and other appropriate departments for the purpose of reviewing and formalizing all CSIs delivered to the Government in accordance with CDRL A005.

C.3.7.2.7 System Safety Working Group (SSWG) Support

The contractor shall participate as an advisory member of the SSWG. This participation shall include, at a minimum: 1) attending the SSWG meetings on an as needed basis based on program ESOH efforts and concerns, and 2) providing input to action items resulting from the SSWG meetings.

C.3.7.2.8 Safety Review Board

The contractor shall participate as an advisory member for the Government's SRB. This participation shall include: 1) attending the SRB meetings on an as needed basis based on program ESOH efforts and concerns, and 2) providing input to action items resulting from the SRB meetings.

C.3.7.2.9 Environmental Compliance and Hazardous Substances

C.3.7.2.9.1 Environmental Compliance

The contractor shall comply with all Federal, State, and local environmental laws, regulations, and policies.

C.3.7.2.9.2 Environmental Management Team (EMT)

The EMT is a multidisciplinary group chartered by the Government that is dedicated to addressing environmental issues and supporting the Government's environmental program. This team will include subject matter experts from Government and industry. The contractor shall provide support to the EMT, to include attending meetings on an as needed basis and responding to resulting action items. The contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to adequately prepare program environmental documentation.

C.3.7.2.9.3 Hazardous Substances.

C.3.7.2.9.3.1 Prohibited Materials

Asbestos, beryllium, beryllium alloys, cadmium, cadmium alloys, Class I and Class II Ozone Depleting Substances, hexavalent chromium, lead, leaded alloys, mercury, radioactive materials, and Group 1 Agents classified as carcinogenic to humans by the international agency for research on cancer (IARC) monographs shall not be present in or on any delivered materials.

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C.3.7.2.9.3.2 Exceptions to the Hazardous Materials Requirements

Waivers from the hazardous materials requirements shall not be permissible except where the SRB assesses that a suitable alternative does not exist. When adequate non-hazardous substitutes are not available, the contractor shall notify the Government, by delivery of a Hazardous Substance Waiver Request (CDRL A006). The contractor shall obtain Government approval via a waiver request prior to delivering any item. Waiver requests shall include detailed technical justification for the use of the prohibited hazardous material. The Government will make the final determination on whether sufficient justification has been provided to support approval of any waiver requests. The Government will consider waivers in these situations on a case by case basis. If a waiver is requested for radioactive material, the following information shall be included in the waiver request:

- Listing of the radioactive material and its quantities
- Subsystem location of the radioactive material
- Purpose of the radioactive material
- Provide the Nuclear Regulatory License, if required

No waiver request is required for the following:

- Cadmium on electrical connectors and back shells used to mate with cadmium electrical connectors on Government Furnished Equipment (GFE)
- Chemical Agent Resistant Coating (CARC) primers and topcoats
- Lead-acid batteries
- Lead solder
- Steel containing up to 0.35 % lead by weight
- Aluminum containing up to 0.4 % lead by weight
- Copper and Brass alloys containing up to 4 % lead by weight
- Beryllium and Beryllium alloys used in electrical components
- Nickel and Nickel alloys used in electrical components
- Mercury containing components compliant with European Union (EU) Directive 2002/95/EC (RoHS)
- GFE
- Lead in engine bearings

C.3.7.2.9.4 Hazardous Materials Management Report (HMMR)

The contractor shall prepare and deliver to the Government a Hazardous Material Management Report (HMMR) in accordance with CDRL A007. The HMMR shall identify all hazardous materials on delivered components, specifying the part(s) containing the hazardous material. This report shall be prepared in accordance with National Aerospace Standard 411, section 4.4. (Exception to NAS 411 Section 4.4.1) The report shall include a listing of prioritized hazardous materials for minimization/elimination and identify those hazardous materials/processes for which non-hazardous substitute materials/technologies may be available for implementation.

C.3.7.3 Safety Engineering

C.3.7.3.1 Review and Analysis

The contractor shall review and evaluate test plans, technical reports and technical manuals to ensure personnel safety. The contractor shall participate in investigations and present results of analysis of mishaps and hazardous malfunctions. This analysis shall include recommendations and actions taken to prevent future occurrences. The contractor shall obtain and study information from contractor engineering and production, Government, and other organizations that are conducting studies/developing change to evaluate the safety of vehicle design, production, operation, and maintenance.

C.3.8 Modification Kit Application

The contractor shall procure and apply modification kits in accordance with applicable WDs.

C.3.9 Use of Government Owned or Furnished Property

C.3.9.1 The contractor is authorized to utilize Government-owned or Furnished Property provided under this Contract for any task or purpose required to support STS activities or work directives. Use shall include shipment of Government property to contractor, subcontractor, Aberdeen Test Center (ATC), Yuma Test Center (YTC), or Camp Roberts, or other sites required by PM-ABCT. Use of Government property shall be on a non-interference basis, and shall be at no additional cost to the Government. Prior notification or approval by the COR/COTR is not required by the contractor.

C.3.9.2 Government assets intended for the production build shall not be redirected or loaned to STS activities without written concurrence from the COR/COTR or PCO. Authorized use shall include the shipment of Government property to contractor, subcontractor, ATC, YTC, Camp Roberts, or other locations. Use of Government assets shall be on a non-interference basis, and shall be at no

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additional cost to the Government.

C.3.9.3 Use of any Government-owned vehicles accountable to this Contract, other than specific vehicles identified for STS usage (facility vehicles), shall be on a non-interference basis, and shall be at no additional cost to the Government. Vehicle usage may occur at other locations as well as at the contractors facility. The contractor shall not use vehicles for demonstrations or shows that are for marketing purposes without prior approval from the ACO or PCO. Government property used under this clause shall be under the control of the contractor at all times. The contractor shall be responsible for the asset while it is in its possession, shall perform any required maintenance, and shall return the asset to the Government in as good a condition as when received. The Government shall not be liable or responsible for damage to the property of the Government or to the property of others, including the contractor, or for personal injuries to contractor personnel or any other persons from or incident to the use of the asset. The contractor shall obtain prior approval from the COR/COTR prior to any use other than that contained within discrete WDs.

C.3.9.4 The contractor is authorized use of facility vehicles on a rent free non-interference basis for on-site contractor events including static displays and engineers drivers training. The contractor assumes all risk for the vehicle during these events. The contractor shall also provide written notification to the COR/COTR or PCO prior to each event.

C.3.9.5 Contractor Requisitions and Reporting Requirements for Government Furnished Property/Government Furnished Equipment (GFM/GFE).

C.3.9.5.1 All contractor requisitions must be processed through the Material Control Authority (MCA) office, and shall include the NSNs and total quantities for each part listed in attachments to the Contract. The contractor shall submit acknowledgement of receipt of material received, via e-mail message, to the supporting MCA office (TACOMMCA@conus.army.mil) on a monthly basis. The notification shall include the following information: NSN; unit of issue; quantity received; document number received; date material received.

C.3.9.5.2 The contractor shall submit consumption of assets on a monthly basis IAW CDRL A038. The report shall include the following information: The document identifier code (DIC), MCA routing identifier code, NSN of the GFM, unit of issue, quantity consumed, NSN of the end item, contractor DoDAAC, report sequence number and contract call order number to the supporting MCA office (:TACOMMCA@tacom.army.mil).

C.3.10 Storage of Material for Future Contracts

C.3.10.1 As authorized by Government approved WD, the contractor shall buy material due to potential obsolescence of the material. The contractor shall store such material under this Contract and future contracts until such time as the items are used in support of the contracts or the Government gives disposition instructions.

C.3.10.2 The contractor shall manage and control the resources necessary to ensure timely achievement of all the requirements of this Contract in the most economical manner. During the Contract, close coordination and liaison shall be maintained with the Government.

C.3.11 Level of Effort

C.3.11.1 Program Management

The contractor shall manage and report progress on assigned task orders under the STS Work Directives.

C.3.11.1.1 Engineering Management

The contractor shall provide engineering support to program management for STS-related activities including work directive management, planning, reporting, estimate and proposal preparation, attendance at meetings, and conducting STS Reviews.

C.3.11.1.2 Meetings

The contractor shall host, coordinate, and/or attend meetings as required by the Government. The contractor shall provide minutes of meetings to all Government attendees providing an electronic address in accordance with CDRL A008.

C.3.11.2 Integrated Logistics Support (ILS)

C.3.11.2.1 ILS Program

The contractor shall plan, manage and execute an ILS Program in accordance with (IAW) AR 700-127 Chapter 5, Section 3.

C.3.11.2.1.1 ILS Program Objectives

The contractor shall conduct an effective LSA program that:

1. Ensures the supportability characteristics for the transmission identified under THOR are satisfied and demonstrated.

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2. Effectively translates the design of the transmission into validated logistics support package products.
3. Focuses on the development of a validated logistics support package that maintains currency with the transmission configuration.
4. Provides effective test support by developing and managing system support packages for testing under this contract.
5. Maintains facility vehicles to ensure they are available and in the current configuration and condition to support the logistics activities required for their use under this contract.

C.3.11.3 ILS Program Management

The contractor shall establish and maintain the management processes and controls for the ILS program. A joint Government/contractor Product Support Integrated Product Team (PS-IPT) shall be established to oversee the THOR ILS program.

C.3.11.3.1 ILS Master Schedule

The contractor shall develop and maintain an ILS Schedule to manage the ILS program through completion of this contract IAW CDRL A039. The ILS schedule shall reflect the details of the ILS work contents per work directive (WD) requirements and incorporate the schedule into the THOR program IMS. The schedule shall be agreed upon and updated with the Government during PS-IPTs.

C.3.11.4 Logistics Support Analysis (LSA)/Logistics Management Information (LMI) Objectives

The contractor shall perform LSA of the transmission to ensure it meets or exceeds the supportability requirements of the current transmission configuration.

The contractor shall make maximum use of LSA/LMI data developed under previous Government contracts and maintain an ILS design change tracking system which provides logistics tracking data, to include the estimated cost to implement proposed design changes and the authority directing the change.

The contractor shall ensure LSA/LMI data is available to develop, validate and provide a logistics support package for the transmission configuration used during testing, training or other demonstrations or evaluations required by this contract.

C.3.11.4.1 LSA Tasks

The contractor shall perform the following LSA efforts as stated in sections C.3.11.4.1.1 through C.3.11.4.1.4.

C.3.11.4.1.1 Supportability Design Factors

The contractor shall develop and maintain the following design related supportability parameter functions for the transmission.

C.3.11.4.1.1.1 RAM Input

The contractor shall leverage the results of the RAM Analysis, including the Failure Mode, Effects and Criticality Analysis (FMECA) to initially develop or update LMI maintenance task frequencies, parts replacement rates, troubleshooting and diagnostic symptoms and procedures, maintenance times, reliability centered maintenance based scheduled and unscheduled maintenance task determination, and essentiality determinations.

C.3.11.4.1.2 Logistics Analysis

The contractor shall develop and update the existing Operator and Maintenance Task Lists to reflect the current product baseline. The contractor shall also perform the following analysis efforts in accordance with the approved ILS Schedule.

C.3.11.4.1.2.1 Supportability Analysis

The contractor shall prepare an assessment of supportability for the transmission design. Supportability considerations will be based on the current product configuration. The contractor shall assess the adequacy of the design from the repairable item level through the system level. The contractor shall provide its assessments at PS-IPT meetings and LMI reviews. The contractor shall identify any shortcomings in the design in the LMI data base and present them at LMI reviews, PS-IPT meetings, configuration audits, engineering reviews and program reviews. The contractor shall provide recommendations and corrective action plans based on their assessment and system specification requirements during PS-IPT meetings.

C.3.11.4.1.2.2 Army Oil Analysis Program (AOAP)

The contractor shall analyze the transmission, leveraging data developed under previous Government contracts if applicable, to determine

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the effect on current AOAP information required by individual WD. The contractor shall recommend changes to the current AOAP information required to support the transmission during PS-IPT meetings.

C.3.11.4.1.3 Testability

The contractor shall use MIL-HDBK-2165 to implement the necessary testability tasks and activities to achieve Fault Detection and Isolation, Built in Test (BIT), and Built in Test Equipment (BITE) requirements. The contractor shall also request current Test Program Set (TPS) guidance from the Program Management Office prior to the development or update of TPSS.

C.3.11.4.1.3.1 Testability tasks

The contractor shall develop, or update and implement the necessary testability tasks and activities to meet the Transmission Performance Specifications. The contractor shall do so in order to minimize the system downtime required for diagnostics and troubleshooting. The contractor shall do so by ensuring adequate test points are integrated into the system, thereby minimizing TPS test and fault detection time, and overall fault isolation performance.

C.3.11.4.1.4 Task Analysis Performance Objective

The contractor shall conduct the task analysis for the transmission. The analysis shall mirror the product configuration baseline in LMI in order to facilitate development of the logistics support package. The contractor shall tailor the analysis so that each logistics product is based upon the appropriate LMI baseline. The contractor shall deliver the Task analysis documentation to the Government as a part of the overall LMI submissions in accordance with CDRL 009.

C.3.11.4.1.4.1 Maintenance Task Analysis

The contractor shall conduct Maintenance Planning and Supportability Analyses in order to develop logistics products based on the Army's two-level maintenance policies in accordance with AR 750-1 (Ch 3) and AR 700-127 (Ch 5). The contractor shall use GEIA STD 0007 in identifying content, format, delivery and related guidance for logistics data.

C.3.11.4.1.4.1.1 Maintenance Task Analysis Baselines

The contractor shall update the LMI baseline for the transmission based upon a maintenance task analysis. The maintenance task analysis shall reflect the transmission baseline. The baseline shall reflect the results of the latest RAM, safety, health hazards and human factors engineering analyses. The contractor shall tailor the task analysis to meet the requirements of LMI and the resulting logistics support package under this contract. The contractor shall update the maintenance task analysis to reflect the results of testing, training, quality, manufacturing and other evaluations. In performance of maintenance task analysis, the contractor shall:

1. Develop and maintain sequential narrative instructions or procedural source material for all tasks below depot level maintenance including: (1) maintenance source data for TMs and (2) Interactive Electronic Technical Manuals (IETM).
2. Identify all support requirements for performing each task. These shall include Military Occupational Specialty (MOS), skill levels, tools, support equipment, ATE, TPSS, and repair parts. As a result of the maintenance analysis, recommend repair parts and special tool requirements, technical manuals, kits, tools or other equipment.
3. Develop the quantitative assessment of each maintenance task, RAM analysis and test, to develop task frequencies, quantities of support items required for each task, and maintenance times for each duty position and the overall task. Based upon the examination of each repairable assembly, use maintainability Design Criteria information in MIL-HDBK-470A to assess the supportability of the design.

C.3.11.4.1.4.1.2 Level of Repair Analysis (LORA)

The contractor shall perform LORA for new transmission items based on Army two-level maintenance policies, using the Army approved model (Computerized Optimization Model for Predicting and Analyzing Support Structures (COMPASS)). The contractor shall leverage the LORA analyses for other items or systems managed by the Government to perform the LORA for the transmission. The Maintenance task list that is based upon this LORA shall be presented at LMI reviews. The contractor shall prepare and deliver a current LORA report (CDRL A010) that addresses both new and existing items at the reviews. The LORA will be used to support final decisions on the transmission maintenance plan.

C.3.11.4.1.4.2 Operator and Maintainer Task Analysis

The contractor shall provide recommended updates for the operator and maintenance task lists for the transmission with sufficient details for operator technical manual information, both embedded and standalone. The task inventory for each operator position will include the identification of which tasks and predecessor skills are required to be trained.

C.3.11.4.1.5 Provisioning Plan and Analysis

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The contractor shall identify, as a part of maintenance task analysis, all support items required to support the system. The contractor shall prepare a provisioning plan for those items that are not currently available through the DoD supply system. For those support items that are currently available through the DoD supply system, the contractor shall prepare and present this information during critical design reviews (CDR) .

C.3.11.4.1.6 Packaging Item Classification

For each transmission support item, the contractor shall classify the items packaging requirements and document these requirements in the Logistics Management Information (LMI).

C.3.11.4.2 Logistics Management Information (LMI)

The contractor shall generate LSA data and document this data in the LMI in accordance with GEIA STD 0007. The contractor shall deliver the LMI in accordance with CDRL A011. The contractor shall maintain an automated LMI data processing system which is compatible with Logistics Modernization Program (LMP). The contractor's data processing system shall be capable of producing the LMI output summaries specified in GEIA STD 0007. The LMI shall include:

C.3.11.4.2.1 Manpower, Personnel and Training Requirements

Task lists by Military Occupational Specialty (MOS) to include the identification of those tasks that need to be trained at the institution, for transition, and sustainment. Task lists shall include frequency, times, skills and other key information to support:

C.3.11.4.2.1.1 Quantitative and Qualitative Personnel Requirements Information (QQPRI), Manpower Allocation Requirements Criteria (MARC) and Manpower Estimate Report (MER) Input

The contractor shall utilize AR 611-1, and current Modification Table of Organization and Equipment (MTOE) provided as GFI, to support the assessment of skills for each operator and maintenance task. Any new MOS or skills required to operate or maintain the transmission shall be identified to the Supportability Integrated Product Team (SIPT) as soon as the assessment is completed.

C.3.11.4.2.2 Supply Support Lists

The contractor shall establish and maintain support item lists that identify the specific support item, at which level it is utilized or authorized for use. The contractor shall maintain the statistics from these lists (e.g. number of repair parts, number of repairables, number of special tools, number of repair parts without NSNs) and present the statistics at SIPT meetings. These lists and statistics shall include:

a. The contractor shall provide recommended Authorized Stockage List (ASL) for the transmission.

b. The contractor shall prepare and deliver the Repair Parts Tools List (RPSTL) source material required for maintaining the transmission.

C.3.11.5 Technical Manuals (TMs), National Maintenance Work Requirement (NMWR), Modification Work Orders (MWOs).

C.3.11.5.1 TM / NMWR / MWO Program Objectives

The objective of the transmission technical publication program is to develop and validate transmission publications. The contractor shall ensure that all TM data delivered matches the configuration of the transmission. The contractor shall prepare and validate the technical publications as:

1. Redlined work packages or pages of applicable vehicle (Bradley, PIM and MLRS) Operator Manuals in accordance with MIL-STD-40051-2, TM Requirements Matrix Table A-II (Attachment 031) required by applicable WD.
2. Redlined pages of applicable vehicle (Bradley, PIM and MLRS) Operator Manual-HR in accordance with MIL PRF 32436.
3. Redlined work packages or pages of applicable vehicle (Bradley PIM and MLRS) Operator and Field Maintenance Manual, including RPSTL, IETM in accordance with MIL-STD-40051-1.
4. Change packages or Revisions of NMWR 9-2520-281 to reflect current transmission LSA / LMI.

C.3.11.5.2 Publications Development and Delivery

C.3.11.5.2.1 The contractor shall develop and deliver the TM and NMWR source data developed under the Two-Level Maintenance (TLM) philosophy based on the LSA and resulting LMI in accordance with CDRLs, A012, A013, and A014. The contractor shall develop procedures in the same sequential order as the Government approved two-level MAC. The contractor shall comply with the specifications, standards

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and guidelines for the development of the Transmission Publications.

C.3.11.5.2.2 The contractor shall brief for approval, either at the PS-IPT or TM IPR, the most effective diagnostic strategy (e.g. symptom based, system based, BIT/FIT based, logistic trees, fault tables) for presenting system troubleshooting information in the TMs. Embedded diagnostics are subject to software development and test, not TM specifications. However, diagnostics, including those embedded in the vehicle, shall be reviewed for effectiveness by User Representatives.

C.3.11.5.2.3 The contractor shall provide all personnel, equipment, tools, materials, supervision, and non-personal services necessary to develop source material for the publications as defined in this SOW.

C.3.11.5.2.4 During PS-IPT meetings the contractor shall provide the Government with a TM / NMWR Development Schedule and Status Reports that align with the ILS master schedule IAW CDRL A039.

C.3.11.5.3 Technical Publications Validations

C.3.11.5.3.1 The contractor shall submit a validation plan in accordance with CDRL A015. The contractor shall inform the Government of its planned validation schedule, start date, time, and location of validation 30 days prior to start of the Validation.

C.3.11.5.3.2 The contractor shall validate all technical and equipment publication source material 100%, to ensure completeness, accuracy, usability, and adequacy of content against the related system or equipment. The contractor shall validate troubleshooting procedures to the extent possible without damaging equipment. The contractor shall capture those maintenance tasks that can cause damage as a part of any repairs performed for production, quality or vehicle testing. The contractor shall conduct the validation using tools available to the Soldier, Depot or OEM at the designated level of maintenance. The contractor shall invite the government to witness validation events as they occur.

C.3.11.5.3.3 The contractor shall notify the Government of the results of the contractor validation during PS-IPTs and shall certify that each equipment publication source material identified has been satisfactorily validated in accordance with the requirements of this contract ensuring that the content therein is complete and technically accurate. If the contractor performs or submits incomplete or inadequate QA Reviews, the Government may return products for rework and perform additional reviews on reworked products at contractor expense.

C.3.11.5.4 Final delivery of validated NMWR

C.3.11.5.4.1 The contractor shall make a final NMWR delivery IAW this contract which includes resolution of all comments and recommendations made as a result of all testing, Government reviews, and contractor validation. If errors are found in the final delivery, it shall be considered a Preliminary Technical Manual (PTM) until the contractor corrects the errors.

C.3.11.5.4.2 The contractor shall package and deliver validated red lined TM work packages or pages and DEP, FDEP and final NMWRs on CD ROMs/DVDs in a jewel case/CD box containing all PDF and XML-tagged source code files and to include artwork in accordance with AR 25-30, DTD, publisher file, style sheets, presentation applications, hard copy instructions and any output coming out of publisher file/program to fulfill the requirements of final delivery under this contract.

C.3.11.5.5 Copyrights

C.3.11.5.5.1 All technical manuals or other technical data necessary for operation maintenance, installation and training delivered under this contract shall be delivered with unlimited rights as defined at DFARS 252.227-7013(a) in favor of the Government. Unlimited rights includes a nonexclusive copyright license to the Government to use or distribute materials in any manner and to authorize others to do so. The contractor shall provide a copyright release letter in accordance with sample letter (Attachment 001) which shall be on Company letterhead, dated and signed by an authorized Company Officer. The copyright release letter submitted by the contractor shall certify that the Government has an unrestricted copyright license from the contractor and any subcontractors. The copyright release letter submitted by the contractor shall further state all technical manuals developed are free from copyright restrictions and the Government can edit, reprint and distribute information in the manual. The contractor shall grant the Government unlimited rights to use and distribute the technical manuals delivered under this contract including intellectual property and technical data rights in hardcopy and by means of electronic media.

C.3.11.6 Training

The contractor shall develop and provide transmission training source material and shall brief status of the training updates during SIPT meetings. Any training performed shall be conducted in a manner that ensures training materials reflect the configuration used in training. The contractor shall support the development and documentation of training and training materials in accordance with AR 350-1 and TRADOC Reg 350-70. The Training products shall be developed and delivered as explained below in C.3.11.7 using the Army Systems Approach to Training (ASAT) format.

C.3.11.7 Provisioning Technical Documentation Objectives

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The contractor shall develop, maintain and update transmission Provisioning Technical Documentation (PTD) and required supply support summaries in accordance with GEIA STD 0007. The contractor shall update the PTD based on LMI changes, engineering changes, screening results, and Provisioning Bill of Material (PBOM) feedback.

The contractor shall maintain the PTD so as to ensure that the PBOM is updated with NSN assignments for SAIP. As a result of developing and maintaining the PTD, the contractor shall prepare and deliver to the Government:

1. PPL in accordance with CDRL A016 (DI-SEL CSP-81715) and DD Form 1949-2 (Provisioning Requirements statement). The PPL shall contain the elements identified on DD Form 1949-1.
2. Engineering Data for Provisioning and Supplementary Provisioning Technical Documentation (SPTD). The contractor shall prepare and deliver drawings to enable updates to the PPL. The drawings shall be in accordance with CDRL A017 (DISESS 81716). Drawings for components with other than unlimited rights to the Government can be envelope drawings or list drawings. Submission of TACOM-controlled common drawings is not required. The contractor shall complete all updates to PTD, and deliver all Supplementary Provisioning documentation in time to allow assignment of NSNs, and delivery of SAIP items. This shall be accomplished within schedule and WD requirements.

C.3.11.7.1 Logistics Modernization Program (LMP) Input**C.3.11.7.1.1 Provisioning Parts List (PPL)**

The contractor shall maintain and continuously update its provisioning file with the PBOM feedback data provided by the Government (i.e., changes; additions or deletions to part numbers; Source, Maintenance and Recoverability (SMR) codes; and failure factors) (CDRL A016). The contractor shall make the quantity per assembly and the quantities per end item the same to ensure compatibility with LMP. The contractor shall correct validation rejects within thirty (30) calendar days of receipt. The contractor shall ensure that all submitted LMI Data Products are compatible with LMP and can be transferred electronically to the Government for successful updating of the PBOM.

C.3.11.7.2 Supplementary Provisioning Technical Documentation (SPTD)

The contractor shall maintain electronic access to Military and Federal Specifications and Standards. SPTD, to include the top assembly drawing, shall be submitted in accordance with CDRL A017. All drawings shall be submitted in the English language. Provisioning Technical Documentation not translated into the English language will not be accepted by the Government. The contractor shall cite all approved vendors Commercial and Government Entity (CAGE) codes. The CAGE codes shall be typed, stamped, or legibly written with an authorized signature and date on drawings, when furnished concurrently with each submitted increment of provisioning documentation for each "P" coded item.

C.3.11.7.2.1 Cataloging Input

The contractor shall update the LMI to reflect the results of cataloging actions, including changes to item nomenclature. Inconsistencies in nomenclature between the drawings and draft TMs must be resolved in LMI and the TMs before final TMs are delivered to the Government.

C.3.11.7.3 Provisioning and Other Pre-procurement Screening Data

The contractor shall conduct pre-procurement screening for all items selected as repair parts. Standardization of commercial items selected as repair parts is required. The contractor shall use Government or industry association, specifications, drawings, or standards numbers as the preferred reference number (e.g., Federal (FED), Military (MIL), Joint Army/Navy (JAN), Air Force/Navy (AN), National Electrical Manufacturers Association (NEMA), Society of Automotive Engineers (SAE)). The contractor shall conduct pre-procurement screening for standardization of all commercial items selected as repair parts. The contractor shall perform this screening to select valid part numbers for the PBOM. All vendor source information identified on the drawing will be screened. Results of pre-procurement screening for standardization and component selection will be used to update the contractors provisioning file. The screening results must accompany the provisioning documentation for each new or revised commercial item selected as a repair part. The contractor shall deliver this documentation in accordance with CDRL A016. The contractors submittals shall be updated to reflect the current part numbers that have a National Stock Number (NSN) resulting from the screening process.

C.3.11.7.4 Provisioning Bill of Material Feedback

The contractor shall maintain and continuously update the transmission LMI data base using the PTD Report provided by the Government.

C.3.11.7.5 Provisioning Quality Acceptance Standards

The quality standards outlined in GEIA STD 0007 apply to all phases of the provisioning effort. During the term of the contract, changes may occur that are due to formal program or process requirements. The Government will notify the contractor of these provisioning changes.

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C.3.11.7.6 PTD Guidance

C.3.11.7.6.1 Maintenance Replacement Rates

Results from the RAM program shall be used to determine the Maintenance Replacement Rates I and II (or Failure Factors). These rates may vary by variant and configuration of the end item. The Maintenance Replacement Rate (MRR) will be a consolidation of all known RAM information. The contractor shall develop rationale and methodology for determining MRRs, in accordance with GEIA STD 0007 using the following data:

1. Engineering Data.
2. Warranty Data.
3. Testing and Developmental Documentation.
4. Historical Data on an analogous piece of equipment. When using historical data, the MRR II will be, at a minimum, 2.5 times greater than that of MRR I.

C.3.11.7.6.2 Documentation of Parts Pricing

The contractor shall screen the Government databases for data on all parts and shall document the price(s) cited. In the event the price is not contained in the Government databases, the contractor shall develop a Unit of Measure Price. The contractor shall enter the most economical price in the LMI data base as the unit of measure price.

C.3.11.7.6.3 Next Higher Assembly (NHA) Provisioning List Item Sequence Numbers (PLISNs) and Overhaul Quantities (OVHL QTY)

NHA PLISNs and OVHL QTYs are used to identify and forecast repair parts requirements for all assemblies, subassemblies or components. The contractor shall enter OVHL QTY for each item, in accordance with GEIA STD 0007:

1. Identify the immediate NHA PLISN. Enter an OVHL QTY.
2. Using the top down break down structure, identify all subsequent assemblies preceding the down part. Enter NHA PLISN and OVHL QTY.
3. Identify the model record PLISN(s) as a NHA PLISN and enter an OVHL QTY, if called for by the Government.

C.3.11.8 Packaging Data Development

The contractor shall develop and provide packaging data for all new items identified during the provisioning process with a SMR code beginning with P excluding PR and PZ. Items previously provisioned by the Government do not require new or updated packaging instructions. Packaging data development priority shall be given to repairable items, LRUs, National Maintenance Work Requirement (NMWR)/ Depot Maintenance Work Requirement (DMWR) candidate items, and any large, high cost item classified as a Special Group Item. Packaging shall be developed in accordance with MIL-STD-2073-1E and all items shall be classified as a selective group item or special group item. The contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. The contractor shall complete validation and provide support data with each data submittal. Validation support data shall include item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items. Items with assigned CAGE Codes of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044, 05047 are excluded from packaging data development.

C.3.11.8.1 Logistic Management Information (LMI) Data Products - Packaging

The contractor shall make LMI packaging data and provide for the entry of information to the Governments data repository. At the contractors request, the Government may provide a MS ACCESS application that provides data formatting and edit features for coding of packaging LMI data products. The contractor shall develop, maintain and update packaging data in accordance with MIL-STD-2073-1E and CDRL A018 including Attachment 002 and Attachment 003.

C.3.11.8.2 Special Packaging Instructions (SPI)

The contractor shall develop a SPI for each item classified as a Special group item. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. SPI format shall be in accordance with MIL-STD-2073-1E and CDRL A019.

C.3.11.8.3 Reserved.

C.3.11.8.4 Validation Testing of Packaging

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Validation testing of Special group items shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact). Validation testing may be limited to Test Schedule A and Test Schedule F. Replicate testing and climatic conditioning are not required. Each SPI submitted shall have a validation report including photographs. Photographs shall show the product is not damaged. Validation reports shall be submitted concurrently with SPI submittal and in accordance with CDRL A020.

C.3.11.8.5 Reusable Containers

C.3.11.8.5.1 Container Design Retrieval System (CDRS)

This is a management system program to provide a DoD centralized automated data base system for storing, retrieving, and analyzing existing container designs and test information concerning specialized containers. The contractor shall use this system when making search requests for DoD Long Life Reusable Container (LLRC) designs.

C.3.11.8.6 Reusable Container Assessment

The contractor shall perform assessments to determine if existing container designs are suitable. The contractor shall assess the fit and function of existing containers and compare costs of modifications with the cost of new designs. Assessment data shall include analysis of the need for a new or modified LLRC. Assessment data shall compare costs for conventional packaging and LLRC packaging.

C.3.11.8.6.1 Reusable Container Proposal

The contractor shall propose reusable container development for TACOM approved LLRC candidates. Each proposal shall include assessment data, cost of development, design, LLRC prototype manufacture, validation, and completion of the technical data package for competitive procurement. Container proposals, testing/validation, and TDP development shall be presented during PS-IPT meetings.

C.3.11.8.6.2 Development and Validation

Upon approval of a LLRC design proposal or container modification proposal, the contractor shall build a prototype and validate the design. A Government representative will witness validation. Validation report and technical data shall be delivered in accordance with the approved design proposal and CDRL A020.

C.3.11.9 Item Unique Identification (IUID) Markings

The contractor shall plan for and implement IUID markings on the transmission and transmission sub-components.

C.3.11.9.1 IUID Implementation Plan

The contractor shall deliver an IUID Implementation Plan in accordance with CDRL A021, DI-MGMT-81737. The Plan shall include a list of all transmission components or spares for which an IUID is required by the DOD Guide to Uniquely Identifying Items, Assuring Valuation, Accountability and Control of Government Property (version 2.0 dated 01 Oct 08) and MIL-STD-130N (dated 15 Jun 07). The Plan shall include a recommended prioritization of IUID marking on components or spares, based on Government input, and a recommended list of components on which to affix an IUID marking.

C.3.11.9.2 IUID Review Session

The contractor shall conduct an IUID review session with the Government no later than 45 calendar days after submission of the proposed Implementation Plan. The purpose of the review session is to finalize the plan, and for the Government to approve the list of components that must include IUID markings.

C.3.11.9.3 Component Assessment

The contractor shall assess approved IUID Implementation Plan components to determine proper location for the marking on the component or part, to ensure it doesn't interfere with component operation and ensure component TDPs are annotated with the IUID location.

C.3.11.9.4 Technical Data

The contractor shall identify technical data revisions, such as drawings, technical manuals, etc., that must be reviewed to enable the application of the IUID markings on approved components. The contractor shall revise technical data for the approved components.

C.3.11.10 Support Equipment

C.3.11.10.1 Special Tools and Test Equipment Development, Validation and Documentation

Name of Offeror or Contractor:

The contractor shall develop, maintain and update Special Tool and Test Equipment technical documentation for the transmission and transmission related components.

C.3.11.10.2 Common Support Equipment

The contractor shall identify and present at the PS-IPT all equipment required to support the transmission to include common support equipment. The contractor shall validate common support equipment through TM and NMWR validations.

C.3.11.10.2.1 Special Tools and Test Equipment

The contractor shall provide transmission Special Tools and Test Equipment in support of testing, training and other events per the approved SSPCL. The source data for this list will be the Maintenance Task Analysis. The list shall be in tabular form and shall identify tools and test equipment that is not available through U.S. Army Supply Catalogs for Set Kits and Outfits. Maximum use of common tools, support equipment, and Test, Measurement and Diagnostic Equipment (TMDE) organic to the user is preferred. Any specific part of the transmission design that is driving the need for new special tools shall be a candidate for re-design for use of common tools and equipment.

C.3.11.10.2.2 Embedded Diagnostics (ED)

The contractor shall maximize the use of embedded diagnostics for on-system troubleshooting. Troubleshooting that cannot be addressed through embedded diagnostics, shall maximize use of embedded IETMs (e.g., no power for displays for Built-in Test (BIT), Fault Isolation and Test (FIT) or embedded diagnostic routines).

C.3.11.10.2.3 Sets, Kits, Outfits and Tools

The contractor shall identify the specific tools within the sets, kits and outfits as a part of the maintenance task analysis.

C.3.11.11 Test Support Objectives

The contractor shall support each Government test and training activity per WD requirements. (2) The contractor shall maintain a contractor formatted report which details all transmission related parts consumed during test events.

C.3.11.12 Technical Support

C.3.11.12.1 General

Per WD requirement, the contractor shall provide technical support during Government tests. Technical support includes technical assistance and advice, user training, technical data collection and reporting, troubleshooting, repairing transmissions and their respective components. User training consists of assembly and subassembly troubleshooting, component and system fault isolation and repair. This training may be informal in nature and done principally by demonstrating the function. The FSR shall be experienced and qualified to advise, make recommendations, orient, and instruct key Government personnel with respect to operation, maintenance, and repair of the transmission and sub-components. The effort consists of investigation and diagnosis of problems or issues in the field related to vehicle performance, maintenance, and training.

C.3.11.12.2 Government Provisions

The Government shall provide the following for the support of technical support personnel, when available:

Existing TMDE and field authorized common and special support equipment to include tools.

Appropriate office space and furnishings to include a Local Area Network (LAN) drop.

C.3.11.12.3 Contractor Provisions

The contractor shall provide all support for FSRs not provided by the Government.

C.3.11.12.4 Field Service Representative (FSR) Reporting

All FSRs shall prepare and submit, via e-mail, Field Service Reports in accordance with CDRL A022 and DI-MGMT-81238, covering their activities. All FSRs shall submit malfunction and failure analysis reports, to include: transmission serial number, failure mode, and build site information, electronically to Total Enterprise Asset Management System (TEAMS) in accordance with CDRL A023.

C.3.11.12.4.1 FSR Personal Data

The contractor shall make available personal data related to the FSR, including documentary evidence such as birth certification and other evidence requested by the local Government installation or area in which services are to be performed.

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C.3.11.13 The contractor shall provide a complete log assessment against all 12 ILS elements for every ECP processed through MEARS.

C.3.12 Field Services and Support

C.3.12.1 Field Site Support

The contractor shall provide support for the activities of the Government on a worldwide basis. Support includes offering technical assistance and advice, operating Government vehicles, user training, technical data collecting and reporting, troubleshooting, repairing, de-processing, storing and assisting in shipping transmissions and associated items and their respective components during transition, training, and unit hand-off. User training consists of assembly and subassembly troubleshooting, component and system fault isolation and repair. The training may be informal in nature and is done principally by demonstrating the function.

C.3.12.1.1 Field Service Representatives (FSRs)

The contractor shall provide fully qualified FSRs for CONUS and OCONUS locations required by WD.

C.3.12.1.2 The contractor shall provide technical representatives for all transmission engineering test and all efforts at locations as required by the WD.

C.3.12.1.3 Government Provisions

The Government shall provide the following for the support of FSRs:

a. Test, Maintenance and Diagnostic Equipment (TMDE) and field authorized common, special and peculiar support equipment to include tools.

b. Appropriate office space and furnishings.

c. For each OCONUS FSR: Individual logistics support as governed by and recognized under applicable Status of Forces Agreements (SOFAs) and Technical Expert Status Agreement (TESAs) and granted by the theater commander concerned upon receipt of properly authenticated request.

C.3.12.1.4 Contractor Provisions

The contractor shall provide any other support, such as supplies or services, required for FSRs not provided in paragraph C.3.12.1.3. These resources may be utilized by personnel assigned or attached to the fielding item or supporting FSRs from other firms, but in no case shall real estate or permanent facilities be procured.

C.3.12.2 Field Support Types

The contractor shall provide the field support services described below.

C.3.12.2.1 Field Site Installation

The contractor shall provide onsite installation service. Field site installation may include onsite modification kits, updated IA's, EA's, and Test Equipment.

C.3.12.2.2 Field Site Service

The contractor shall provide onsite service to evaluate transmission hardware problems at various field sites throughout the world.

C.3.12.2.3 Field Site Repair

The contractor shall provide FSR support to accomplish reasonable hardware repairs at various field sites throughout the world. The contractor FSR has the authority to repair items that are outside of the scope of the 2-level maintenance.

C.3.12.2.4 Field Site Hardware Integration

The contractor shall provide FSRs to facilitate on site hardware integration of new hardware when required, to ensure the transmission maintains its capability to integrate with other key components of the BFV's full-up power pack (i.e. engine, fan tower housing, connectors and hosing).

C.3.12.2.5 Field Site Test Support

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The contractor shall provide FSRs in support of transmission systems at various test sites as required.

C.3.12.2.6 Field Site Troubleshooting

The contractor shall provide FSRs for on-site troubleshooting to maintain the fleets readiness for mission.

C.3.12.2.7 Field Site Training

The contractor shall provide on-site training in concert with current Army maintenance doctrine on an as needed basis.

C.3.12.3 Field Data Collection and Tracking

When required, the FSRs shall collect data in support of the Data Collection Efforts outlined in this Contract. FSRs shall also be required to collect data based on methods and information required by the Government.

C.3.12.4 Measurement and Data Collection

The contractor shall develop and implement a data collection and measurement system to support product reliability improvements, process development, and program maturation.

C.3.12.4.1 Data Collection Management

The contractor shall prepare, administer, and manage a data collection plan to support the efforts identified. For each effort, a process and assumptions must be documented so the effort is repeatable. Specific details for each effort shall be defined in the WD.

C.3.12.4.2 Data Collection Efforts shall each have detailed scopes defined in a WD.

C.3.12.4.2.1 Sample Data Collection (SDC) Reliability

The contractor shall administer a SDC effort for collecting field reliability data.

C.3.12.4.2.2 Field Mileage and Incident Information

The contractor shall implement an effort to gather detailed Bradley fleet mileage and incident data.

C.3.12.4.2.3 The contractor shall share and/or reconcile data collected in the field with Government BFVS collection efforts. The contractor shall be responsible for formatting and forwarding all field data to the Government so the information can be loaded into the TEAMS Database IAW CDRL A023.

C.3.12.4.2.4 Failure Analysis

When required by a work directive, the contractor shall conduct a failure analysis of transmissions that require detailed investigation to determine the root cause. The contractor must retain the teardown checklist and a final report for each transmission that is evaluated. The contractor shall distribute the data collected to the Government upon request. The contractor shall prepare a Field Return Failure Analysis (FRFA) report on each transmission that failure analysis is performed on, as directed by WD. This report shall be written and submitted per CDRL A024.

C.3.12.4.2.5 The contractor shall develop and implement additional data collection efforts as set forth in individual WDs. The data collection efforts must support a program objective or pertain to the improved capability of the transmission design to collect and store data.

C.3.12.4.3 Data Analysis, System Assessment, and Reporting

The contractor shall analyze and report information associated with all data collection efforts and the performance/acceptability of produced transmissions and associated systems. Specific details for each effort shall be defined in the WD. The contractor shall provide System Assessment Reports, as directed by WD, per CDRL A025.

C.3.12.4.4 Measurement System Validation

As required by WDs, the contractor shall conduct an assessment or a measurement system analysis on a data collection effort. The contractor shall then determine the effectiveness, or confidence level, of the reported information against the stated requirements.

C.3.13 Problem Investigations

Problem Investigations are short duration (up to 200 hours) efforts related to any PM-ABCT requested issues and problems or studies that

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are not yet defined. All Problem Investigations must be concurred in/approved by the COR/COTR via email prior to commencement of work. The contractor shall provide a monthly list of the Problem Investigations to the COR/COTR and PCO in accordance with CDRL A036.

C.3.14 Reliability Program

The contractor shall perform continuous product improvement activities in order to improve transmission reliability.

C.3.14.1 Reliability Engineering

The contractor shall develop and maintain a Reliability Engineering Program geared toward product improvement. This program shall include the tasks listed in the following sub-sections. Specific details applicable to each of the tasks are provided in the individual statements of work for each task.

C.3.14.1.1 HMPT Reliability Model

The contractor shall develop a comprehensive reliability model for the HMPT Series which will be used to facilitate maintenance, product and process enhancements, and general program growth and improvement.

C.3.14.1.2 Reliability Critical Items

The contractor shall identify and control reliability critical items. This task shall be coordinated with logistic support activities to ensure that requirements and results are compatible and used in the LSAR.

C.3.14.1.3 RAM Design Analysis

The contractor shall ensure this effort identifies any design changes that adversely affect RAM and provide recommended changes to improve RAM. Any recommendation shall contain the analysis used, such as RAM predictions and/or trade-off studies.

C.3.14.2 Reliability Improvements

When potential reliability improvements are identified, the contractor shall conduct cost effectiveness studies and submit recommendations with a WD for each prospective improvement. Reliability improvements may include:

- a. Design improvements to improve durability, serviceability, or maintainability.
- b. Improvements to the data collection capability of the XM.
- c. Changes to the NMWR to improve build process reliability and quality.
- d. Improvements to the supply chain to ensure that products obtained from suppliers meet RAM requirements.

C.3.15 Configuration Management Plan

The contractor shall implement and maintain a configuration management and control system in accordance with the contractors Configuration Management Plan, throughout the period of performance of this contract. The contractor shall deliver the Configuration Management Plan per CDRL A026.

Configuration Management Standards. The contractor is encouraged to use Government Electronics and Information Technology Association (GEIA) EIA-649-A, National Consensus Standard for Configuration Management; GEIA-859, Data Management; and DoD MIL-HDBK-61A (SE), Configuration Management Guidance, as references for CM and Data Management (DM).

The contractors Configuration Management Plan shall enable the contractor to quickly implement design improvements, while balancing the requirement for government oversight. This plan shall include as a minimum:

- a. Identifying, documenting, and verifying the functional and physical characteristics of a configuration item.
- b. Controlling changes to an item and its documentation.
- c. Recording the configuration of actual items.
- d. Auditing the configuration item and its configuration identification.

The Government reserves the right to review contents and verify the accuracy of the contractors configuration control system at any time during the contract period of performance (POP). Any change to the CM Plan shall be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government's procurement processes. Copies of all changes shall be provided to the PCO in

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the form of a revised CM Plan. If there are discrepancies between this CM Plan and the requirements/provisions of this Contract, the Contract requirements/provisions shall prevail.

C.3.15.1 Product Configuration Identification

All performance/product specifications, product drawings, CAD drawings, Reset Drawings, models, approved changes, remanufacture documents, and software documentation used for design and production of a transmission shall constitute the Product Configuration Documentation (PCD) for that system.

C.3.15.2 Rights to Technical Data

All PCD data created or obtained from this Contract, or previous Contracts, for use in the performance of the work designated by the Government, using solely USG funds, shall be available with unlimited rights as described in the Department of Defense FAR Supplement (DFARS) clause 252.227-7013. The Government shall have access to such data at all times. All drawings and data shall be delivered to the Government immediately upon termination of this Contract.

C.3.15.3 The contractor shall provide the services to maintain the PCD. These services shall include maintenance of changes to the PCD and the Engineering Release of changes, drawings revisions, and any new drawings.

C.3.15.3.1 Configuration Services

The contractor shall provide electronic copies/access to current drawings, Native CAD files, Drawing Lists, Generation Breakdown Lists (GBLs), Gerber Files, Artwork Masters, Technical Data Packages (TDPs), ECPs, as built documentation/BOMs, and any other updates to the PCD data when required by the Government. The contractor shall also supply PCD provisioning services to Foreign/Domestic Customers as authorized by the Government.

C.3.15.3.2 Technical configuration data required for delivery to the Government shall be adequate for competitive acquisition and procurement.

C.3.15.3.3 The contractor shall not prepare data for components or items for which Government release data exists.

C.3.15.3.4 The contractor shall deliver all Computer Software Product End Items developed under this contract, as directed by WD, per CDRL A027.

C.3.15.3.5 The contractor shall deliver all Transmission System Models developed under this contract, as directed by WD, per CDRL A028.

C.3.15.4 Engineering Change Proposals (ECP)

Design Constraint changes to any PCD data shall be submitted to the Government for approval through a formal, electronic ECP process.

C.3.15.4.1 Class 1 / Changes Impacting Design Constraints

Changes impacting Design Constraints will be classified as Class 1 changes and must be approved by the Government Configuration Control Board (CCB). ECPs shall be submitted electronically through MEARS for review by the CCB in accordance with CDRL A029. The ECP shall include Notice of Revisions (NOR) per CDRL A030, Specification Change Notice per CDRL A031, and Engineering Release Records (ERR) per CDRL A032. Design Constraints are defined by the categories a. through f. below:

a. Changes affecting interchangeability where any support item is replaced with another item. Items that fall into this category are Repair and Spare Parts, Repair Kits, Field Tools/Support Equipment, and Training Devices.

b. Changes that impact Interface Control Documents.

c. Changes that impact Logistics or MANPRINT (Safety, Health Hazards, Soldier Survivability, Human Factors, Personnel, Manpower, and Training).

d. Changes which impact testability (does not apply to production test equipment).

e. Any changes in the remanufacture or reset process to authorize a change in the build standard from a mandatory replacement part (new) to a remanufactured or reset part.

f. Any change that is Government-directed.

C.3.15.5 Value Engineering Change Proposals (VECP)

VECPs shall be prepared in the same manner as ECPs.

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C.3.15.6 ECP Co-User Requirements

The contractor shall coordinate change concurrence with the Design Authority of any PCD data not under its custodianship.

C.3.15.7 Configuration Status Accounting Reporting

The contractor shall maintain an internal Configuration Status Accounting (CSA) System that reflects all changes, shows the change status and tracks those changes for planned, authorized and as built configuration. The contractor shall provide a report as requested by the Government. Use of all Government-issued drawing numbers as part of any vehicle or component configuration shall be reported.

C.3.15.8 Drawing and Technical Data Custodianship

The contractor shall be responsible for all original documents in its possession. As custodian, the contractor shall not make any changes authorized to the original documents without proper Government coordination and documentation.

C.3.15.8.1 Drawing Custodianship List

The contractor shall create and/or maintain a drawing list for the transmission and associated hardware.

C.3.15.8.2 Interface Drawings

The contractor shall be responsible for maintaining all drawings for which it is the custodian. The contractor shall be responsible for Interface Control Drawings (ICD) for which it is the custodian. The contractor shall be responsible for coordinating the evaluating changes to any other ICD/drawings on/for the vehicle system, subsystem, and special purpose kits or in support of the vehicle operation.

C.3.15.9 Security Requirements

The contract will not require access to classified information in performance of this contract. The contractor will have access to Controlled Unclassified information. Controlled Unclassified Information (CUI) provided to or generated pursuant to this contract shall be protected. The procedures for the protection of CUI are as outlined in the Controlled Unclassified Information (CUI) attachment (Attachment 007).

C.3.15.9.1 Security Markings

Distribution Statements are required to be placed on all technical documents. These notices will be placed on the front cover or first page of the document.

Technical documents (or data) is defined as containing information (experimental, developmental, engineering works) that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair or overhaul material. The information may be in text, graphic or pictorial form.

The following statement will be applied to technical data. Exceptions for the use of another distribution statement shall be submitted to the PM ABCT Security Office, in writing, with justification. Refer to DoD Instruction 5230.24 for a list of other distribution statements.

DISTRIBUTION STATEMENT E: Distribution authorized to the Department of Defense Components only; Proprietary Information (DFARS Limited/Restricted Rights), date of determination is (3 March 2011). Other requests for this document shall be referred to the attention of the PM ABCT Security Manager at: Program Executive Office Ground Combat Systems (PEO GCS), ATTN: SFAE-GCS-ABCT, 6501 East Eleven Mile Road, Warren, MI 48397-5000.

Information may be restricted from export to foreign nationals. Refer to DoDD 5230.25 for more information on export controlled information. Documents containing export controlled information, place the following warning on the document immediately below the distribution statement:

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq) or the Export Administration Act of 1979, (Title 50, U.S.C., App. 2401 et seq) as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate IAW provisions of DoD Directive 5230.25.

C.3.15.9.2 Public Release Requests

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

The contractor shall send all such requests for public-release approval to the PCO in accordance with Clause 252.204-7000 for a review by ABCT technical and Security Office personnel, culminating in a determination by the Public Affairs Officer (PAO), or authorized

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representative. The PCO, or authorized representative, will, after PAO determination, either authorize or reject the request to disseminate Program information publicly. Note that authorization may be given contingent on specified changes being made to the material for which public release has been requested. Subcontractors and Associate Contractors shall submit such public release requests through the prime contractor.

Requests for public release shall be sent electronically via encrypted email using cryptographic products that are National Institute for Standards and Technology (NIST) or National Information Assurance Partnership (NIAP) approved or mail the Compact Disc (CD) or Digital Video Disc (DVD) using U.S. Postal Service First Class Mail.

C.3.15.9.3 Release of Information

The contractor shall not release any information or data to third parties without the express written approval of the Procuring Contracting Officer.

C.3.15.9.4 Information Flowdown

The contractor shall ensure the security requirements and guidelines contained in section C.3.15.9 is flowed down to U.S. subcontractors, teammates and consultants.

C.3.15.9.5 Operations Security (OPSEC) Requirements

The contractor is not required to produce an OPSEC Plan. All U.S. contractors with access to CUI or classified information shall be required to follow the ABCT OPSEC Plan (Section J, Attachment 008). To ensure awareness of the ABCT OPSEC Plan, the contractor shall participate in Government provided annual training for all ABCT personnel on the contents of the ABCT OPSEC Plan. New personnel shall receive ABCT OPSEC Plan specific training provided by the Government within 30 days of program assignment.

C.3.15.10 Data Markings on Tech Data Deliverables

The Government will require a distribution statement on all technical data delivered, and, if applicable, an export control warning, IAW DODD 5230.24.

C.3.15.11 Army Ordnance Part Numbers (AOPNs)

For items, components, or processes (ICPs) developed or modified under this contract, the contractor shall assign Government-issued AOPNs to all product data created under this contract. Product data shall use the AOPN as both the drawing number and base Part or Identifying Number (PIN), along with CAGE 19207 as the original design activity to establish unique item identification. Items described on a vendor item drawing or source control drawing shall be assigned an AOPN and that AOPN shall be called out on all up assemblies. The contractor shall request AOPNs from the designated Government CM (CDM) Representative. The contractor shall request additional blocks of numbers on an as needed basis via e-mail to the CM (CDM) representative.

C.3.15.12 Product Data Custodianship - Including Drawings, Models, and Associated Documents

C.3.15.12.1 The contractor is responsible for all original data in its possession. As custodian for the Government during the contract performance period, the contractor shall make any changes to the original data authorized by i.e. TACOM, the Design Activity, and provide RDTA-EN/CM with compliant data as part of the ERR package in accordance with the ERR requirements of this contract.

- a. The contractor shall distribute additional copies of changed data to co-users and other recipients as described in the SOW & CDRL.
- b. Upon request, the contractor shall provide copies of data to the COR/PCO within 7 calendar days of request.
- c. The contractor shall not permanently transfer any master data to vendors or subcontractors without written approval from the Contracting Officers Representative (COR) or PCO.

C.3.15.13 End of Contract (EOC) Submittals

The contractor shall transfer all master product data not already in the Governments possession to the CDM Representative by the end of contract (EOC) in accordance with DI-CMAN-80463C, CDRL A033. The contractor shall transfer the master data, 2D non-digital and digital, native and neutral 3D CAD solid models, and other software generated master files as attachments to one or more closeout ERRs or Change Notice objects in PDMLink.

C.3.16 US Government Inventory Inspection and Disposition

As required by WD, the contractor shall isolate and inspect all Government owned material (unique to the HMPT series) to determine if it meets the Quality requirements in the TDP as set forth in this contract. Material that is accepted will be utilized (method and

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ownership defined by WD) under this contract. Material that is rejected will be dispositioned as per WD.

*** END OF NARRATIVE C0001 ***

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

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

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within seven days after the meeting is held.

[End of Clause]

C-2 52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	OCT/2013
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All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

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

(End of Clause)

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

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

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

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

CLIN: -1-

TDP Link (URL): -2-

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

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To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.
 - (1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..
 - (2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.
 - (3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/
 - click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.
 - (4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.
 - e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.
 - f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.
 - g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.
 - h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.

[End of clause]

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

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

(End of Clause)

C-6 52.204-4021 CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION JUN/2012
(TACOM) SYSTEMS

All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

C-7 52.209-4021 ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR JUN/2012
(TACOM) PERSONNEL TRAVELING OVERSEAS

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Contractor employees and associated subcontractor employees shall receive government-provided Anti-Terrorism (AT) awareness training specific to the area of responsibility (AOR) as directed by AR 525-13. Specific AOR training content is to be directed by the combatant commander, with the unit Anti-Terrorism Officer (ATO) being the local point of contact.

(End of Clause)

C-8 52.209-4023 OPSEC TRAINING REQUIREMENT JUN/2012
(TACOM)

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

(End of Clause)

C-9 52.209-4024 INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING JUN/2012
(TACOM)

All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

(End of Clause)

C-10 52.211-4008 DRAWING LIMITATIONS NOV/2005
(TACOM)

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

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

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

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

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

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

(End of Clause)

C-11 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) FEB/2013
(TACOM)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required

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data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

C-12

52.248-4500
TACOM (RI)

CONFIGURATION MANAGEMENT DOCUMENTATION

MAY/2013

- a. The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will affect a net life cycle cost), Notices of Revision (NORs), and Requests for Variance (RFVs) for the documents in this Technical Data Package (TDP). The contractor shall prepare these documents as required by the accompanying DD Form 1423, Contract Data Requirements List (CDRL).
- b. Any contractor seeking to permanently depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may propose to do so by submitting an ECP or VECP in accordance with (IAW) 5.5.3 of MIL-STD-3046. Both ECPs and VECPs shall be submitted to include NORs IAW 5.5.4 of MIL-STD-3046. The contractor shall not present any units incorporating any change to Government documentation until notified by the Government that the ECP or VECP has been approved and has been incorporated in the contract.
- c. Any contractor seeking to temporarily depart from a requirement as spelled out in the TDP or any other baseline documentation under Government control, may request to do so by submitting an RFV IAW 5.5.8 of MIL-STD-3046. The contractor shall not present any units incorporating any variance to Government documentation until notified by the Government that the RFV has been approved and has been incorporated in the contract.
- d. If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.
- e. Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4514 (TACOM)	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Commercial
- (2) LEVEL OF PACKING: Commercial
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: MIL-STD-2073

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order 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 material will not identify the nature of the material. NOTE: 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. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(e) Heat Treatment and Marking of Wood Packaging Materials(MWP): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annx1_2006_E.pdf&refID=133703 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) Hazardous Materials (As applicable):

(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.)

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

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Name of Offeror or Contractor:

- 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(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(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.

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

(g) SUPPLEMENTAL INSTRUCTIONS: PACKAGING AND PRESERVATION IAW MIL-STD-2073.AR 52.211-4514 PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS).

(End of Clause)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Quality Assurance

E.1.1 Quality System

The contractor shall maintain a quality system in accordance with ISO-9001:2000 or an equivalent system.

E.1.2 Supplier Quality Assurance

The contractor shall maintain a Supplier Quality Assurance organization that will assure that their suppliers are qualified to the appropriate specification, drawing and QAR/QAP.

E.1.3 Quality Engineering

The contractors Quality Organization shall be involved in all Design Reviews, Engineering Change Development and Qualification Test planning and execution.

E.1.4 Corrective Action

The contractor shall maintain a Corrective Action System in accordance with their established Quality System.

E.1.5 Material Review Board (MRB)

The contractor is granted MRB authority and will conduct such activities in accordance with their established Quality System. The contractor is authorized disposition authority on all non-conformances. Only USG approved standard repair procedures are allowed.

E.1.5.1 Material Review Board Quarterly Analysis

The contractor shall provide to the USG a quarterly analysis for all MRB actions occurring within the past quarter in accordance with CDRL A034. This report shall include all MRB dispositions and corrective actions. Should the application of a Standard Repair become a repetitive occurrence, the contractor shall implement corrective action to eliminate this nonconformance or document this procedure in the applicable NMWR.

E.1.6 Acceptance

Acceptance of the HMPT 500-ECB transmission will be conducted in accordance with the requirements found in Table VI of Specification 12446502 Revision K. Acceptance of the HMPT 800 transmission will be conducted in accordance with the requirements found in Table VI of Specification 12558304.

E.1.7 Control Tests

The contractor shall conduct Control Test(s) for the HMPT 500-ECB transmission in accordance with the requirements found in Table VI of Specification 12446502 Revision K. The tests shall be conducted in the frequency required by NMWR 9-2520-281 (latest revision).

Control Test for the HMPT 800 transmission shall be conducted in accordance with the requirements found in Table VI of Specification 12558304. The tests will be conducted in the frequency required by NMWR 9-2520-281 (latest revision).

E.1.8 First Article Test

A First Article Test (FAT) will be required if the production line shuts down for 12 months or more, or if the production line moves to another building or room, or if there is a major change in plant equipment or personnel.

E.1.9 Request for Variance (RFV)

The contractor has authority to approve Class II RFVs. The PCO retains Class I approval authority. All Class I and II RFVs will be routed through the local DCMA office so that they might verify the classification.

*** END OF NARRATIVE E0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) -- ALTERNATE I (JUL 1985)	JUL/1985

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-3	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

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

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

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

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

[End of clause]

E-6	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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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:

(Name) (CAGE)

(Address) (City) (State) Zip)

ACCEPTANCE POINT:

(Name) (CAGE)

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

[End of Clause]

E-7	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	NOV/2012
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When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications and any applicable Engineering Exceptions associated to the drawings, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

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

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-8	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-9	52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages that are to be negotiated on a case by case basis per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

(End of Clause)

F-10	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013
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(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

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

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

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

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

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"Governments unit acquisition cost" means

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

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(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more.

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
<u>1013AA, 2013AA, 3013AA, 4014AA, 5013AA</u>	<u>TEC Cable P/N 12558305</u>

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

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

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U.S. Military Property, latest version;

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

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

(ii) The issuing agency code--

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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**

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- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

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

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

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number: N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

F-11 52.242-4022 DELIVERY SCHEDULE SEP/2008
 (TACOM)

(a) Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE

ITEM NO.	TOTAL QTY	DAYS AFTER AWARD (Estimated)
0001AA, 0002AA, 1050AA, 1150AA, 2050AA, 3050AA, 4050AA, 5050AA, 6001AA, 6002AA, 6003AA, 6004AA,	1 lot/CLIN	To be determined

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6005AA		
1010AA, 1020AA, 1130AA, 1040AA	63 EA/CLIN	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
1110AA, 1120AA, 1130AA, 1140AA	87 EA/CLIN	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
2010AA	90 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
2011AA	60 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
2020AA, 2030AA, 2040AA	150 EA/CLIN	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
3010AA	135 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
3011AA	81 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
3012AA	54 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
3020AA, 3030AA, 3040AA	270 EA/CLIN	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
4010AA	135 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
4011AA	58 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
4012AA	86 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
4013AA	9 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
4020AA, 4030AA, 4040AA	288 EA/CLIN	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
5010AA	260 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
5011AA	111 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.

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5012AA	167 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
5013AA	17 EA	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.
5020AA, 5030AA, 5040AA	555 EA/CLIN	10 EA beginning 365 days after award, then 10 EA every 30 days thereafter.

(d) Accelerated delivery schedule is acceptable only with written PCO concurrence and on a case by case basis. Approved early deliveries shall be at no additional cost to the Government.

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

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE

ITEM NO.	QTY	DELIVERY DATE
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[End of Clause]

F-12	52.247-4009 (TACOM)	DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY	AUG/2003
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This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the

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clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

F-13 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
(TACOM) ADDRESSES

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

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

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

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shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
G-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).

Combo, Invoice, or Receiving Report

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

Origin

(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	HQ0337
Issue By DoDAAC	W56HZV
Admin DoDAAC	S2305A
Inspect By DoDAAC	S2305A
Ship To Code	W562RM
Ship From Code	02978
Mark For Code	W562RM
Service Approver (DoDAAC)	W56HZV
Service Acceptor (DoDAAC)	W56HZV
Accept at Other DoDAAC	S2305A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA231
Other DoDAAC(s)	N/A

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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.

jodi.r.wiley.civ@mail.mil

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

The DCMA Contract Administrator (CA) or Administrative Contracting Officer (ACO).

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

(End of clause)

G-2	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009
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The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-3	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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G-4 52.242-4011 WORK DIRECTIVES FEB/1998
(TACOM)

(a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directive shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

(End of Clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
Red River Army Depot: <https://acquisition.army.mil/asfi/>
Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

H-3	52.245-4000 (TACOM)	ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS	DEC/2013
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The contractor shall forward information required by the Contract Data Requirements List (CDRL) IAW the required distribution. The Data Item Description (DID) may be found at the following website: <https://assist.daps.dla.mil/quicksearch/>, reference DI-MGMT-80442, Report of Receipts, Inventory, Adjustments, and Shipments of Government Property. Upon receipt of Government assets, notification of receipt must be provided within 30 days detailing the NSN, document number, quantity, and date of receipt for assets sent to the contractor in support of an overhaul/maintenance/repair program. Receipt can be in the form of a signed 1348, Bill of Lading or another type of shipping document receipt. Submit the referenced report in the required interval via email to: usarmy.detroit.tacom.mbx.ilsc-contractor-receipt@mail.mil.

This information will account for Government assets while in the possession of the contractor until they are returned to the Government or its representative.

All shipping documentation accompanying repaired assets returned to the Government must have the following statement annotated in the remarks portion of the shipping document: RETURN FROM REPAIR, MARK FOR: (Insert the document number under which the COR provides for

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disposition). NOTE: The quantity shipped under each document number must not exceed the quantity received under that same document number.

Discrepancies shall be distinguished and reported as one of the following:

(1) Shipping Type Discrepancy: This discrepancy is evident when freight received does not agree with the supply shipping documents. See DI-MGMT-80503, SF364, Report of Shipping (Item) and Packaging Discrepancy. Submit your report through the Department of Defense (DoD) WEBSDR system. You must first get access to WEBSDR by going to: <https://www.transactionservices.dla.mil/daashome/websdr.asp>. Click on the link: System Access Request. Follow the prompts. Once in, choose the option WEBSDR from the menu (CAC required). There is also WEBSDR help desk information available at the above web site for system issues and help.

(2) Transportation Type Discrepancy. Reference DI-MGMT-80554, SF361, Transportation Discrepancy Report (TDR). TDRs are created to document the loss or damage to Government materiel to support the filing of claims against carriers for Government reimbursement. Submit email to:
tacom-lcmc.ilsc_packaging@mail.mil.

For repair contracts where Government Furnished Materiel (GFM) or Government Furnished Property (GFP) is part of the contract:

(1) Receipt Acknowledgement: Shall be in the format of a DRA. Reference Appendix 3.29 of DoD 4000.25-2-M for format. Submit to: usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil for GFM or usarmy.detroit.tacom.mbx.ilsc-Gvt-Furnished-Property-Team@mail.mil for GFP.

(2) Requisitions for GFM are currently input by TACOM personnel via LMP based on NSNs and authorized quantities supplied by the Contract Specialist.

(3) Government Furnished Materiel (GFM) for consumption/incorporation. The contractor is required to submit data monthly during the contract performance period to the supporting Management Control Activity (MCA) mailbox: usarmy.detroit.tacom.mbx.ilsc-mca@mail.mil . The notification shall be via BZE transaction. Reference DI-MGMT-80438B for additional information.

Excess GFM Reporting: In accordance with the FAR, subpart 45.6, the plant clearance officer will determine the categories of screening required and initiate screening action.

For weapon serialization, please see the format provided in DI-MISC-80914B.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

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I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-12	52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC/2012
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-22	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-24	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-25	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-26	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-27	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-28	52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	JAN/1997
I-29	52.216-8	FIXED FEE	JUN/2011
I-30	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-31	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-32	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-33	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-34	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN/2013
I-35	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-36	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-37	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-38	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-39	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-40	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-41	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-42	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-43	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-44	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP/2009
I-45	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	SEP/2009
I-46	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-47	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-48	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-49	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-50	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-51	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-52	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-53	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-54	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-55	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007

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I-56	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-57	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-58	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-59	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-60	52.232-1	PAYMENTS	APR/1984
I-61	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-62	52.232-11	EXTRAS	APR/1984
I-63	52.232-17	INTEREST	OCT/2010
I-64	52.232-20	LIMITATION OF COST	APR/1984
I-65	52.232-22	LIMITATION OF FUNDS	APR/1984
I-66	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-67	52.232-25	PROMPT PAYMENT	JUL/2013
I-68	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-69	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-70	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-71	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
I-72	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-73	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-74	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-75	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-76	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-77	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-78	52.242-13	BANKRUPTCY	JUL/1995
I-79	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-80	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-81	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-82	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-83	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-84	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-85	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-86	52.245-9	USE AND CHARGES	APR/2012
I-87	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-88	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-89	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-90	52.248-1	VALUE ENGINEERING	OCT/2010
I-91	52.248-1	VALUE ENGINEERING (OCT 2010) -- ALTERNATE I (APR 1984)	APR/1984
I-92	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-93	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-94	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-95	52.249-14	EXCUSABLE DELAYS	APR/1984
I-96	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-97	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-98	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-99	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-100	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-101	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-102	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-103	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-104	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-105	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-106	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-107	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-108	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-109	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-110	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-111	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-112	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-113	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-114	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-115	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012

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I-116	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-117	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	OCT/2010
I-118	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-119	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-120	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-121	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-122	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-123	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-124	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-125	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-126	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-127	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-128	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
I-129	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-130	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-131	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-132	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-133	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-134	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-135	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-136	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-137	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-138	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-139	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-140	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
I-141	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-142	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-143	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-144	252.239-7018	SUPPLY CHAIN RISK	NOV/2013
I-145	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-146	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-147	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-148	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-149	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-150	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-151	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-152	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-153	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-154	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-155	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-156	252.246-7001	WARRANTY OF DATA	DEC/1991
I-157	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-158	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-159	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-160	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains

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Alternate I to the clause at 52.232-25.

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

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

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

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

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

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

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government

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representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement_index_exec_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

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(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

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(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-161 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor anytime during the performance of this contract. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

I-162 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed "AMOUNT TO BE NEGOTIATED" or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

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- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-163 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

I-164 52.243-7 NOTIFICATION OF CHANGES APR/1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 (five) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;

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

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

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

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

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

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

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

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

(d) Government response. The Contracting Officer shall promptly, within 5 (five) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

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

(e) Equitable adjustments.

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

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

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

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

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

(End of Clause)

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I-165 52.244-2 SUBCONTRACTS OCT/2010

(a) Definitions. As used in this clause

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

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

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

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

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

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

(2) Is fixed-price and exceeds

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not

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accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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52.245-2

GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES

APR/2012

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

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

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

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

(e) Government property provided under this clause:

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(End of Clause)

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I-167 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) DEC/2012
(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

I-168 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES FEB/2013
DEPLOYED OUTSIDE THE UNITED STATES

(a) Definitions. As used in this clause

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their

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contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph

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(e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under--

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following--

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

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(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting

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Officer upon request. The plan shall

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained to carry and use them

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

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(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

I-169 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE MAR/2006
THE UNITED STATES

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

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(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703 692-9832.

(End of clause)

I-170 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Army Contracting Command - Warren (ACC-WRN) under Contract No. resulting from Solicitation W56HZV-14-R-0035.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the -1-.

(End of clause)

I-171 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007
(TACOM)

(a) The Government hereby reserves the right to incrementally increase the quantity of the contract item by an additional number of units, up to a total of 1,350, and by a number of STS hours, up to a total of 276,250. Exercised options will be set forth in CLINs:

Hardware

<u>CLINs</u>	<u>Option</u>	<u>Estimated Qty/Item</u>
1110, 1120, 1130, 1140	One	87
(2010/2011), 2020, 2030, 2040	Two	150
(3010/3011/3012), 3020, 3030, 3040	Three	270
(4010/4011/4012/4013), 4020, 4030, 4040	Four	288
(5010/5011/5012/5013), 5020, 5030, 5040	Five	<u>555</u>
Total		1,350

STS

<u>CLINs</u>	<u>Option</u>	<u>Estimated Hours</u>
6001	One	68,750
6002	Two	68,750
6003	Three	53,750
6004	Four	53,750
6005	Five	<u>31,250</u>
Total		276,250

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This option may be exercised by the Government at any time, but in any event not later than 12 months prior to the last scheduled delivery or otherwise mutually agreed upon. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

[End of Clause]

I-172 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT APR/2010
(a) Definitions. As used in this clause--

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

"Full cooperation"--

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

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

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

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

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall--

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

(2) An internal control system.

(i) The Contractors internal control system shall--

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may

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report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

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

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

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

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

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

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

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

(d) Subcontracts.

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

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

(End of clause)

I-173 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

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I-174

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

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I-175 52.219-9 (DEV SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG OCT/2001
2013-00014) 2013) -- ALTERNATE II (OCT 2001)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) A statement of--

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

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

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

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

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

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

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

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

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

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

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

(ii) Veteran-owned small business concerns;

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

(iv) HUBZone small business concerns;

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

(vi) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

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

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

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

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the end of the Governments fiscal year.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) SSR.

(i) Reports submitted under individual contract plans--

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

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

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

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

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

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

(ii) Reports submitted under a commercial plan--

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

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

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

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

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

(End of clause)

I-176 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

(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 --

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

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

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

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

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

(End of Clause)

I-177 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

(End of Clause)

I-178 52.230-2 COST ACCOUNTING STANDARDS MAY/2012

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

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

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

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

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

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accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

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

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

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

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

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

(End of clause)

I-179 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-180 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)

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I-181 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013- AUG/2013
 (DEV 2013- 00014)
 00014)

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

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

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

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

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

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

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

- (1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

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

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protege firms which are qualified organizations employing the severely disabled; and
- (2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

Name of Offeror or Contractor:

(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

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

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

(End of clause)

I-183 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]

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52.219-4070

PILOT MENTOR-PROTEGE PROGRAM

APR/2006

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

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

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

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

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001 PERFORMANCE & COST REPORT		001	DATA
Exhibit B	CDRL A002 SYSTEM SAFETY PROGRAM PLAN (SSPP)		001	DATA
Exhibit C	CDRL A003 HEALTH HAZARD ASSESSMENT REPORT (HHAR)		001	DATA
Exhibit D	CDRL A004 SAFETY ASSESSMENT REPORT (SAR)		001	DATA
Exhibit E	CDRL A005 CRITICAL SAFETY ITEM (CSI) CHARACTERISTIC & CRITICAL DEFECT REPORT		001	DATA
Exhibit F	CDRL A006 REQUEST FOR WAIVERS		001	DATA
Exhibit G	CDRL A007 HAZARDOUS MATERIAL MANAGEMENT REPORT (HMMR)		001	DATA
Exhibit H	CDRL A008 REPORT, RECORD OF MEETING/MINUTES		001	DATA
Exhibit J	CDRL A009 MAINTENANCE TASK ANALYSIS		001	DATA
Exhibit K	CDRL A010 LOGISTICS DATA PRODUCT SUMMARIES		001	DATA
Exhibit L	CDRL A011 LOGISTICS PRODUCT DATA		001	DATA
Exhibit M	CDRL A012 PREPARATION OF DIGITAL TECHNICAL INFORMATION OF FRAME-BASED ELECTRONIC TECHNICAL MANUAL / INTERACTIVE ETM		001	DATA
Exhibit N	CDRL A013 PREPARATION OF DIGITAL TECHNICAL INFORMATION OF PAGE-BASED TECHNICAL MANUAL - OPERATOR'S MANUAL		001	DATA
Exhibit P	CDRL A014 PREPARATION OF DIGITAL TECHNICAL INFORMATION OF PAGE-BASED TECHNICAL MANUAL - HAND RECEIPT MANUAL		001	DATA
Exhibit Q	CDRL A015 TECHNICAL MANUAL VALIDATION PLAN		001	DATA
Exhibit R	CDRL A016 PROVISIONING LIST (PPL)		001	DATA
Exhibit S	CDRL A017 SUPPLEMENTAL PROVISIONING TECHNICAL DOCUMENTATION		001	DATA
Exhibit T	CDRL A018 LOGISTICS PRODUCT DATA SUMMARIES		001	DATA
Exhibit U	CDRL A019 SPECIAL PACKAGING INSTRUCTION (SPI)		001	DATA
Exhibit V	CDRL A020 VALIDATION REPORT		001	DATA
Exhibit W	CDRL A021 ITEM UNIQUE IDENTIFICATION (IUID) IMPLEMENTATION PLAN		001	DATA
Exhibit X	CDRL A022 CONTRACT FIELD SERVICE REPORT		001	DATA
Exhibit Y	CDRL A023 FIELD SERVICE REPRESENTATIVE REPORTS		001	DATA
Exhibit Z	CDRL A024 FIELD RETURN ANALYSIS (FRFA) REPORTS		001	DATA
Exhibit AA	CDRL A025 SYSTEM ASSESSMENT REPORTS		001	DATA
Exhibit AB	CDRL A026 CONFIGURATION MANAGEMENT PLAN		001	DATA
Exhibit AC	CDRL A027 COMPUTER SOFTWARE PRODUCT END ITEMS		001	DATA
Exhibit AD	CDRL A028 TRANSMISSION SYSTEM MODELS		001	DATA
Exhibit AE	CDRL A029 ENGINEERING CHANGE PROPOSAL		001	DATA
Exhibit AF	CDRL A030 NOTICE OF REVISION (NOR)		001	DATA
Exhibit AG	CDRL A031 SPECIFICATION CHANGE NOTICE		001	DATA
Exhibit AH	CDRL A032 ENGINEERING RELEASE RECORD (ERR)		001	DATA
Exhibit AI	CDRL A033 PRODUCT DRAWINGS/MODELS & ASSOCIATED LISTS		001	DATA
Exhibit AJ	CDRL A034 MATERIAL REVIEW BOARD QUARTERLY ANALYSIS		001	DATA
Exhibit AK	CDRL A035 ACCEPTANCE TEST 1ST PASS YIELD REPORT		001	DATA
Exhibit AL	CDRL A036 PROBLEM INVESTIGATION STATUS MATRIX/REPORT		001	DATA
Exhibit AM	CDRL A037 PRODUCTION SURGE CAPACITY PLAN		001	DATA
Exhibit AN	CDRL A038 GFM CONSUMPTION REPORT		001	DATA
Exhibit AO	CDRL A039 IMS		001	DATA
Attachment 0001	ATTACHMENT 001 COPYRIGHT RELEASE FORM SAMPLE		001	DATA
Attachment 0002	ATTACHMENT 002 DI-SESS-81758		003	DATA
Attachment 0003	ATTACHMENT 003 DI-SESS-81758		002	DATA
Attachment 0004	ATTACHMENT 004 METADATA ATTRIBUTES		005	DATA
Attachment 0005	ATTACHMENT 005 TDP OPTION SELECTION WORKSHEET		002	DATA
Attachment 0006	ATTACHMENT 006 TAILORING CHECKLIST		003	DATA
Attachment 0007	ATTACHMENT 007 CONTROLLED UNCLASSIFIED INFORMATION (CUI)		002	DATA
Attachment 0008	ATTACHMENT 008 ABCT OPSEC WITH PEO PLAN 2013		057	DATA
Attachment 0009	ATTACHMENT 009 THOR II ESTIMATED QTY MATRIX		006	DATA

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-7	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-8	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-9	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-10	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336350.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation. This provision applies to solicitations

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using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act Free Trade Agreements Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation

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Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

- ___ (i) 52.219-22, Small Disadvantaged Business Status.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
- ___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- ___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.
- ___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).
- ___ (vi) 52.227-6, Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
- ___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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 on SAM.

(End of provision)

K-11 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAY/2013
 Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

- (i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.
- (iii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to

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K-12 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

K-13 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.

(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)

K-14 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

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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:

(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)

K-15 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.

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'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.

(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)

K-16 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION MAY/2012
 Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

K-17 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked Yes above, the offeror shall--

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(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-18 252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX FEB/2014
(DEV 2014- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR
00009) 2014 APPROPRIATIONS (DEVIATION 2014-00009)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) 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; or

(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)

K-19 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX OCT/2013
(DEV 2014- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR
00004) 2014 APPROPRIATIONS (DEV 2014-00004)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) 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; or

(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

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months.

(End of provision)

K-20 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
 (DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
 00004) 2012-00004)

(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)

K-21 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National	Commercial	Source of Supply			Actual
	Stock Number	Item (Y or N)	Company	Address	Part No.	Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list none.

(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

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Name of Offeror or Contractor:

- will
 will not
 may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$ _____ \$ _____

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) **CAUTION:** Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

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MOD/AMD

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	JUL/2013
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-7	52.237-1	SITE VISIT	APR/1984
L-8	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-9	252.215-7008	ONLY ONE OFFER	OCT/2013
L-10	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-11	252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
L-12	252.239-7017	NOTICE OF SUPPLY CHAIN RISK	NOV/2013
L-13	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)

L-14	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE III (OCT 1997)	OCT/1997
------	-----------	---	----------

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, 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 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 market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

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(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Details on Acceptable Electronic Format can be found at: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(End of clause)

L-15 52.216-1 TYPE OF CONTRACT APR/1984

As a result of this solicitation, the Government contemplates award of a contract that is Firm Fixed Price (FPP) for hardware and Cost Plus Fixed Fee (CPFF) Completion and Level of Effort (LOE) for System Technical Support (STS).

(End of Provision)

L-16 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).

(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)

L-17 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUG/1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-18 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006

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Name of Offeror or Contractor:LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-19 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>

L-20 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)

L-21 252.215-7009 PROPOSAL ADEQUACY CHECKLIST JAN/2014
252.215-7009 Proposal Adequacy Checklist.

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offerors checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
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GENERAL INSTRUCTIONS

Name of Offeror or Contractor:

- | | | | |
|----|--|---|-------|
| 1. | FAR 15.408,
Table 15-2
Section I
Paragraph A | Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation? | _____ |
| 2. | FAR 15.408
Table 15-2
Section I
Paragraph A(7) | Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known. | _____ |
| 3. | FAR 15.408
Table 15-2
Section I
Paragraph A(8) | Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures? | _____ |
| 4. | FAR 15.408
Table 15-2
Section I
Paragraph C(1)
FAR 2.101
"Cost or pricing data" | Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as--
(1) Vendor quotations;
(2) Nonrecurring costs;
(3) Information on changes in production methods and in production or purchasing volume;
(4) Data supporting projections of business prospects and objectives and related operations costs;
(5) Unit-cost trends such as those associated with labor efficiency;
(6) Make-or-buy decisions;
(7) Estimated resources to attain business goals; and
(8) Information on management decisions that could have a significant bearing on costs. | _____ |
| 5. | FAR 15.408
Table 15-2,
Section I
Paragraph B | Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced? | _____ |
| 6. | FAR 15.403-1(b) | Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is | _____ |

Name of Offeror or Contractor:

supporting documentation included in the proposal?
(Note questions 18-20.)

- 7. FAR 15.408 Table 15-2 Section I Paragraph C(2) (i) Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data? _____
- 8. FAR 15.408, Table 15-2, Section I Paragraph C(2) (ii) Does the proposal disclose the nature and amount of any contingencies included in the proposed price? _____
- 9. FAR 15.408 Table 15-2, Section II Paragraph A or B Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis? _____
- 10. FAR 15.408, Table 15-2 Section I Paragraphs D and E Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.) _____
- 11. FAR 15.408, Table 15-2, Section I Paragraphs D and E If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data? _____
- 12. FAR 15.408, Table 15-2, Section I Paragraph F Does the proposal identify any incurred costs for work performed before the submission of the proposal? _____
- 13. FAR 15.408, Table 15-2, Section I Paragraph G Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors? _____

Name of Offeror or Contractor:

MATERIALS AND SERVICES

14. FAR 15.408, Table 15-2, Section II Paragraph A
- Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offerors consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.

SUBCONTRACTS (Purchased materials or services)

15. DFARS 215.404-3
- Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?
16. FAR 15.404-3(c) FAR 52.244-2
- Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data?
17. FAR 15.408, Table 15-2, Note 1; Section II Paragraph A
- Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20
- FAR 2.101 "commercial item"
- Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?
- a. Has the offeror

Name of Offeror or Contractor:

specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?

b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either--

i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or

ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?

c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?

19. Reserved

20. FAR 15.408, Table 15-2, Section II Paragraph A(1) Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data? _____

INTERORGANIZATIONAL TRANSFERS

21. FAR 15.408, Table 15-2, Section II Paragraph A(2) For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2? _____

22. FAR 15.408, Table 15-2, Section II Paragraph A(1) For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified _____

Name of Offeror or Contractor:

cost or pricing data in
accordance with FAR 15.403-1?

DIRECT LABOR

23. FAR 15.408,
Table 15-2,
Section II
Paragraph B
- Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.
24. FAR 15.408,
Table 15-2,
Section II
Paragraph B
- For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?
25. FAR Subpart
22.10
- If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?

INDIRECT COSTS

26. FAR 15.408,
Table 15-2,
Section II
Paragraph C
- Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)

OTHER COSTS

27. FAR 15.408,
Table 15-2,
Section II
Paragraph D
- Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?
28. FAR 15.408,
Table 15-2
Section II
Paragraph E
- If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?
29. FAR 15.408,
Table 15-2,
- When facilities capital cost of money is proposed, does

Name of Offeror or Contractor:

Section II the proposal include
 Paragraph F submission of Form CASE-CMF
 or reference to an FPRA/FPRP
 and show the calculation of
 the proposed amount?

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

30. FAR 15.408, Are all cost element _____
 Table 15-2, breakdowns provided using the
 Section III applicable format prescribed
 in FAR 15.408, Table 15-2 III?
 (or alternative format if
 specified in the request for
 proposal)
31. FAR 15.408, If the proposal is for a _____
 Table 15-2, modification or change order,
 Section III have cost of work deleted
 Paragraph B (credits) and cost of work
 added (debits) been provided
 in the format described in
 FAR 15.408, Table 15-2.III.B?
32. FAR 15.408, For price revisions/
 Table 15-2 redeterminations, does the _____
 Section III proposal follow the format in
 Paragraph C FAR 15.408, Table 15-2.III.C?

OTHER

33. FAR 16.4 If an incentive contract _____
 type, does the proposal
 include offeror proposed
 target cost, target profit
 or fee, share ratio, and,
 when applicable, minimum/
 maximum fee, ceiling price?
34. FAR 16.203-4 If Economic Price Adjustments _____
 and FAR 15.408 are being proposed, does the
 Table 15-2, proposal show the rationale
 Section II, and application for the
 Paragraphs A, economic price adjustment?
 B, C, and D
35. FAR 52.232-28 If the offeror is proposing _____
 Performance-Based Payments
 did the offeror comply with
 FAR 52.232-28?
36. FAR 15.408(n) Excessive Pass-through _____
 FAR 52.215-22 Charges-- Identification of
 FAR 52.215-23 Subcontract Effort: If the
 offeror intends to subcontract
 more than 70% of the total
 cost of work to be performed,
 does the proposal identify:
 (i) the amount of the
 offerors indirect costs and
 profit applicable to the work
 to be performed by the
 proposed subcontractor(s);
 and (ii) a description of the
 added value provided by the

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offeror as related to the work to be performed by the proposed subcontractor(s)?

(End of provision)

L-22 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 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 . 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]

L-23 52.211-4049 PART NUMBERS NOT CURRENTLY APPROVED NOV/1982
 (TACOM)

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

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Name of Offeror or Contractor:

L-24 52.211-4051 NOTICE REGARDING SOURCE-CONTROLLED COMPONENTS FEB/1998
 (TACOM)

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS in this solicitation. At least one component of the item to be purchased under this acquisition is restricted to specified manufacturer's part numbers as set forth in the Technical Data Package. It is the responsibility of each offeror to ensure the availability of sufficient quantities of such source-controlled components before making an offer in response to this solicitation. Except as described in paragraph (b) below, offers that propose to substitute alternatives to the source-controlled components, even if the substitute items are represented as equivalent in all respects to the source-controlled components, will not be considered for contract award.

(b) Required Approval for Alternatives to the Source-Controlled Component:

(1) By meeting the following conditions, a firm may submit an offer conditioned on acceptance by the Government of alternatives to the source-controlled component(s) listed in the Technical Data Package:

- Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its proposed equivalent component.
- The firm must indicate in its offer the date of the written TACOM approval, and the name and title of the approving official.
- The firm must certify in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already-approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
- The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval of a nonlisted part from TACOM engineering can be obtained without delay in the anticipated date of award.

When either of the foregoing conditions are met, the Government reserves the right to make an award where use of the equivalent item is authorized in lieu of the source-controlled item. Where the foregoing conditions are not met, offeror will not be eligible for award unless he agrees to furnish the source-controlled item(s) from the indicated source(s).

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required components, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required component, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

L-25 52.211-4052 SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA NOV/1982
 (TACOM) REQUIREMENTS

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

L-26 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
 (TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

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Name of Offeror or Contractor:

L-27 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]

L-28 52.215-4004 COST OR PRICING DATA SEP/2010

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$700,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

(1) Has an estimated value of \$12.5 million or more, or

(2) Has an estimated value of more than \$700,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

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Name of Offeror or Contractor:

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-29 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]

L-30 DA, 52.215-5111 ABILITY ONE SUBCONTRACTING CREDIT APR/2010

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html

[End of provision]

L-31 52.219-4004 SUBMISSION OF SUBCONTRACTING PLAN (TACOM) MAY/2012

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged

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business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

L-32

52.233-4001

HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2013

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

[End of Provision]

The offeror's cost or pricing data shall be submitted in Microsoft Excel (2007 compatible) format. The offeror's submission shall be a "working" spreadsheet with all applicable formulas in tact.

*** END OF NARRATIVE L0001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-3	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

(End of Provision)

M-4	52.245-4001 (TACOM)	EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY	MAR/1985
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(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. Contractor must provide with their proposal, the list of Government Furnished Property (GFP), the acquisition cost, age, and type of GFP.

(b) For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Name of Offeror or Contractor:

Monthly Rental Rates

(1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.

(2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

Age of Equipment	Monthly Rental Rates
0-2 years	3.00%
Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%
Over 6 to 10 years	1.00%
Over 10 years	0.75%

(3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:

-- Two percent (2.00%) per month for electronic test equipment and automotive equipment;

-- One percent (1.00%) per month for special tooling and for all other property and equipment.

(c) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

d() For the purposes of determining the evaluation factors set forth above, the following definitions apply:

(1) The term acquisition cost means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has enhanced the original capability of the item;

(2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).

(e) Where this solicitation provides that the property is offered for use on an as-is basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]