

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 64					
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W56HZV-14-R-0129		6. Solicitation Issue Date 2014JAN30			
7. For Solicitation Information Call:		A. Name DEREK M. DYCIO			B. Telephone Number (No Collect Calls) (586)282-7451		8. Offer Due Date/Local Time 2014FEB04 02:00pm				
9. Issued By U.S. ARMY CONTRACTING COMMAND WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL Email: DEREK.M.DYCIO@US.ARMY.MIL				Code W56HZV		10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:					
				<input type="checkbox"/> Small Business		<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program					
				<input type="checkbox"/> Hubzone Small Business		<input type="checkbox"/> Economically Disadvantaged Women-Owned Small Business (EDWOSB)					
				<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business		NAICS: 541330					
				<input type="checkbox"/> 8(A)		Size Standard:					
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule			12. Discount Terms			<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA4			
15. Deliver To SEE SCHEDULE				Code		14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
Telephone No.				16. Administered By						Code	
17a. Contractor/Offeror Code 7T988			Facility			18a. Payment Will Be Made By				Code	
SURVICE ENGINEERING COMPANY, LLC, THE 4695 MILLENNIUM DR BELCAMP, MD 21017-1505											
Telephone No.				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer											
19. Item No.		20. Schedule Of Supplies/Services				21. Quantity	22. Unit	23. Unit Price		24. Amount	
		SEE SCHEDULE									
(Use Reverse and/or Attach Additional Sheets As Necessary)											
25. Accounting And Appropriation Data							26. Total Award Amount (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda							<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.				
<input type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda							<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.				
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.						<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:					
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)			31c. Date Signed			

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

32a. Quantity In Column 21 Has Been

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

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

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SUPPLEMENTAL INFORMATION

Buyer Name: DEREK M. DYCIO
 Buyer Office Symbol/Telephone Number: CCTA-HBA-T/(586)282-7451
 Type of Contract: Firm Fixed Price
 Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

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

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<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=W56HZV14R0129

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

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

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

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

(e) Note to offerors:

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

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

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

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(End of Notice)

6 52.212-4003 ALL OR NONE--COMMERCIAL ITEM ACQUISITION SEP/1996
 (TACOM)

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD.

[End of Clause]

7 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:

:	:	:
:	<u>Amendment Number</u>	<u>Date</u>
:	:	:
:	:	:
:	:	:
:	:	:
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:	:	:
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:	:	:
:	:	:

[End of Provision]

1. This is a sole source solicitation to SURVICE Engineering Company.
2. This solicitation W56HZV-14-R-0129, for Engineering Services for Live Fire Testing and Evaluation, will result in a 3-Year Firm-Fixed Price Indefinite Quantity Indefinite Delivery (IDIQ) Contract.
3. There will be no limit placed on the number of orders that may be placed. The limitations of the resulting contract are based upon the dollar limits, which are specified below. The specified limits apply to the entire contract.

 Minimum Guarantee: \$100,000.00
 Maximum Amount: \$9,000,000.00
4. Please submit proposal no later than 4:00 pm eastern standard time 30 January 2014.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor: SURVICE ENGINEERING COMPANY, LLC, THE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FIRST ORDERING PERIOD</u></p> <p>Contractor shall provide upon receipt of task order engineering services for live fire test and evaluation in accordance with the Performance Work Statement (PWS), which can be found in section C and the task order level PWS. The task orders will use a combination of the following labor categories:</p> <p>Sr Project Manager/Engineer/Analyst or Subject Matter Expert Level III Sr Project Manager/Engineer/Analyst or Subject Matter Expert - Level II Senior Project Manager/Engineer/ Analyst or Subject Matter Expert Project Scientist/Engineer Analyst Level II Project Scientist/Engineer Analyst Senior Scientist/Engineer/ Analyst/Manager Level II Senior Scientist/Engineer/ Analyst/Manager Scientist/Engineer/Analyst Level II Scientist/Engineer/Analyst Associate Scientist/Engineer/ Analyst Level II Associate Scientist/Engineer/ Analyst</p> <p>Instruction to Offeror: Do not fill out the pricing information in section B of the solicitation. Please reference attachment 0002 (found in section J) of the solicitation for instructions.</p> <p>See paragraph 1.5 of the Performance Work Statement set out below for the beginning and end dates of the First Ordering Period in terms of days after contract award.</p> <p style="text-align: center;">(End of narrative B001)</p>				\$ _____
0002	<p><u>REPORTS - ORDERING PERIOD 1</u></p> <p>Contractor shall provide upon receipt of a task order reports in accordance with the contract level Performance Work Statement, Contract Data Requirements Lists (CDRLs) and the task order Performance Work Statement.</p> <p>The contractor upon award of the contract shall provide CDRL A001.</p> <p style="text-align: center;">(End of narrative B001)</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>CONTRACT MANPOWER REPORTING</u></p> <p>Contract Manpower Reporting (CMR) requirement as described in Section C, clause 52.237-4000.</p> <p style="text-align: center;">(End of narrative B001)</p>				
1001	<p><u>SECOND ORDERING PERIOD</u></p> <p>Contractor shall provide upon receipt of task order engineering services for live fire test and evaluation in accordance with the Performance Work Statement (PWS), which can be found in section C and the task order level PWS. The task orders will use a combination of the following labor categories:</p> <p>Sr Project Manager/Engineer/Analyst or Subject Matter Expert Level III Sr Project Manager/Engineer/Analyst or Subject Matter Expert - Level II Senior Project Manager/Engineer/ Analyst or Subject Matter Expert Project Scientist/Engineer Analyst Level II Project Scientist/Engineer Analyst Senior Scientist/Engineer/ Analyst/Manager Level II Senior Scientist/Engineer/ Analyst/Manager Scientist/Engineer/Analyst Level II Scientist/Engineer/Analyst Associate Scientist/Engineer/ Analyst Level II Associate Scientist/Engineer/ Analyst</p> <p>Instruction to Offeror: Do not fill out the pricing information in section B of the solicitation. Please reference attachment 0002 (found in section J) of the solicitation for instructions.</p> <p>See paragraph 1.5 of the Performance Work Statement set out below for the beginning and end dates of the Second Ordering Period in terms of days after contract award.</p> <p style="text-align: center;">(End of narrative B001)</p>				\$ _____
1002	<p><u>REPORTS - ORDERING PERIOD 2</u></p> <p>Contractor shall provide upon receipt of a task order reports in accordance with the contract level Performance Work Statement, Contract Data Requirements Lists (CDRLs) and the task order</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	<p>Performance Work Statement.</p> <p>(End of narrative B001)</p> <p><u>CONTRACT MANPOWER REPORTING</u></p> <p>Contract Manpower Reporting (CMR) requirement as described in Section C, clause 52.237-4000.</p> <p>(End of narrative B001)</p>				
2001	<p><u>THIRD ORDERING PERIOD</u></p> <p>Contractor shall provide upon receipt of task order engineering services for live fire test and evaluation in accordance with the Performance Work Statement (PWS), which can be found in section C and the task order level PWS. The task orders will use a combination of the following labor categories:</p> <p>Sr Project Manager/Engineer/Analyst or Subject Matter Expert Level III Sr Project Manager/Engineer/Analyst or Subject Matter Expert - Level II Senior Project Manager/Engineer/ Analyst or Subject Matter Expert Project Scientist/Engineer Analyst Level II Project Scientist/Engineer Analyst Senior Scientist/Engineer/ Analyst/Manager Level II Senior Scientist/Engineer/ Analyst/Manager Scientist/Engineer/Analyst Level II Scientist/Engineer/Analyst Associate Scientist/Engineer/ Analyst Level II Associate Scientist/Engineer/ Analyst</p> <p>Instruction to Offeror: Do not fill out the pricing information in section B of the solicitation. Please reference attachment 0002 (found in section J) of the solicitation for instructions.</p> <p>See paragraph 1.5 of the Performance Work Statement set out below for the beginning and end dates of the Third Ordering Period in terms of days after contract award.</p> <p>(End of narrative B001)</p>				\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-14-R-0129 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	<p><u>REPORTS - ORDERING PERIOD 3</u></p> <p>Contractor shall provide upon receipt of a task order reports in accordance with the contract level Performance Work Statement, Contract Data Requirements Lists (CDRLs) and the task order Performance Work Statement.</p> <p>(End of narrative B001)</p>				
2003	<p><u>CONTRACT MANPOWER REPORTING</u></p> <p>Contract Manpower Reporting (CMR) requirement as described in Section C, clause 52.237-4000.</p> <p>(End of narrative B001)</p>				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Times-PERFORMANCE WORK STATEMENT (PWS)

SURVIVABILITY, LETHALITY, VULNERABILITY, EFFECTIVENESS & SUITABILITY
TEST, EVALUATION & ENGINEERING SUPPORT

at

PHYSICAL SIMULATION & TEST at TANK AUTOMOTIVE RESEARCH, DEVELOPMENT, AND ENGINEERING CENTER, WARREN, MI

Part 1

General Information

1. General: This is a non-personnel services contract to provide Survivability, Lethality, Vulnerability, Effectiveness, and Suitability Test & Evaluation Engineering Support. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Survivability, Lethality, Vulnerability, Effectiveness, and Suitability Test & Evaluation Engineering Support as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: This requirement is for development of Survivability and Test and Evaluation (T&E) documentation, blast analysis, lethality strategies, assessment plans, detailed test plans and Live Fire Test and Evaluation (LFT&E), test and evaluation to support research and development activities for TARDEC, and test support in area of blast, crash, and rollover evaluation.

1.3 Objectives: The objective of this contract is to support the efforts of the U.S. Department of Defense (DoD) with particular emphasis on test and evaluation for research and development at Tank Automotive Research, Development, and Engineering Center (TARDEC). The contract will provide test, evaluation, and test technology development expertise Survivability, Lethality, Vulnerability, Effectiveness, and Suitability Test & Evaluation Engineering evaluations that will be used to provide the following professional engineering services:

- (a) Test and evaluation support
- (b) Plan development
- (c) Archive data & information
- (d) Test results validation, analysis, and distillation
- (e) Report and briefing support
- (f) Test and test technology development support
- (g) Meeting support
- (h) Verification, Validation & Accreditation support
- (i) Technical inquiry support
- (j) Program coordination support
- (k) Professional training

The goal of this effort is to obtain for TARDEC Physical Simulation & Test (PS&T) and customer elements of the TACOM LCMC Command located at Warren, MI. The focus of the effort is professional engineering support services that provide survivability, lethality, vulnerability, effectiveness and suitability expertise in test and evaluation (including analysis and report generation) and test technology development programs. This expertise is needed to support programs such as Program Manager Mine Resistant Ambush Protected (PM MRAP), Family of Special Operations Vehicles (FOSOV) and TARDEC Ground System Survivability (GSS) customer systems that are conducting research and development and requiring test and evaluation at various test ranges, primarily located at ATC, to insure both timely completion and assured technical quality.

A majority of the work on this contract will be done at the contractors facilities, but a few tasks directed by the order may need closer coordination and require on-site personnel in Warren, MI within each of the specified program managers including MRAP, FOSOV, GSS and TARDEC PS&T. There may be instances of temporary duty at other facilities and test ranges.

The professional engineering support services will include assisting TARDEC PS&T Engineers through coordination with ATC test officers and AEC evaluators in all aspects of test, evaluation, and analysis, to include: planning, scheduling, execution, preparation and generation of reports and documents, data acquisition, data validation, data reduction, and data management using standard Test and Evaluation (T&E) methodology, and analysis of results using standard engineering and statistical calculations, models, and performance criteria.

The purpose of this contract is to provide non-personal, technical services support, and related resources, to PM MRAP, PM FOSOV, and TARDEC-GSS, located at the TACOM LCMC Warren, Michigan, and other DoD or U.S. government agencies, located throughout the United States, with whom TARDEC-PS&T is either supporting or working. Funding will be obligated against the Order and shall be accomplished on an incremental basis.

1.4 Scope: The contractor shall provide TARDEC-PS&T with Live Fire Test & Evaluation support to include test planning, test execution,

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results analysis, and development of the Live Fire Test & Evaluation competency amongst government employees. Services include:

1.4.1 The contractor shall provide test and evaluation expertise in survivability, lethality, vulnerability, effectiveness, and suitability.

1.4.2 The contractor shall provide non-personal, technical services to TARDEC-PS&T, primarily at TARDEC, but also at various test ranges. Primary areas of technical services support include, but are not limited to: assistance in the timely planning, scheduling, testing, evaluation, analysis, preparation and generation of reports and documents, data acquisition, data validation, data reduction, and data management using standard T&E methodology, and analysis of results using standard engineering calculations, models, and performance criteria.

1.4.3 The contractor shall provide non-personal, technical services to TARDEC-PS&T to assist in the development, verification, validation, and accreditation of test methodologies, analytical tools, and processes used in support of survivability, lethality, and vulnerability, effectiveness and suitability test and evaluation.

1.4.4 The contractor shall provide non-personal, technical services support to other DoD or U.S. Government agencies with whom TARDEC-PS&T is either supporting or working. Areas of technical services support include, but are not limited to: timely planning; survivability, lethality, and vulnerability, effectiveness and suitability testing, evaluation, and analysis; and preparation and generation of reports and documents.

1.4.5 The contractor shall perform non-personal services as an independent contractor and not as an agent or employee of the U.S. Government.

1.4.6 The contractor shall provide survivability, lethality, and vulnerability, effectiveness and suitability test and evaluation competency development to the PS&T Team through the use of on the job training, formal training courses, and development of best practices.

1.4.7 Technical Requirement. The contractor shall, provide any or all of the following services.

1.4.7.1 Technical Requirement 1 Test and Evaluation Support.

a. The contractor shall assist TARDEC PS&T Team by providing the survivability, lethality, vulnerability, test and evaluation expertise, and use this expertise to support test officers in: planning, scheduling, preparing, and executing tests in these areas; preparation and generation of reports and documents; data acquisition, validation, reduction, and management using standard T&E methodology; and analysis of test results using standard engineering calculations, models, and performance criteria.

b. The contractor shall assist TARDEC PS&T Team by providing survivability, lethality, vulnerability, effectiveness and suitability test and evaluation expertise and use this expertise to utilize data obtained from the analysis of previously conducted system program tests, results of the test events, and inputs obtained through modeling and simulation (M&S) to augment or interpret the results of each event. The contractor shall maintain and use M&S capabilities such as Modular Unix'-Based Vulnerability Estimation Suite (MUVES), Stochastic Analysis of Fragmentation Effects (SAFE), Advanced Joint Effectiveness Model (AJEM), Parametric Endo/Exoatmospheric Lethality Simulation (PEELS), and Enhanced Lethality End-Game Simulation (ELEGS) for use in the evaluations of system survivability. Other system-specific M&S capabilities shall be incorporated in the evaluation support at the direction of the Contracting Officer's Representative.

1.4.7.2 Technical Requirement 2 Plan Development. The contractor shall assist TARDEC PS&T Team in preparing test plans (e.g., Detailed Test Plans [DTP], Test and Evaluation Master Plans [TEMP], and OTA Test Plans (OTA TPs), and test technology development plans (e.g., Technology Development and Acquisition Program [TDAP] submissions) to include type of tests, test methodology, required accuracy and precision, proposed schedule, and estimated cost. In addition, the contractor shall provide draft input to the development of and/or preparation of the Early Strategy Reviews (ESR), Concept Initial Product Reviews (CIPR), Lens charts, Rock Drills, System Evaluation Plans (SEP), OTA Evaluation Report, and OTA Assessment Report. As part of this support, the contractor shall comply with Army and DoD directives to ensure that decisions necessary for the acquisition process (Milestones (MS) A through MS C) can be achieved from the system test event, simulation, and analysis results. The contractor shall identify methods or procedures that could be applied early in the procurement process that would increase the robustness of the development program and minimize the requirement for expensive, redundant testing at later stages of the program.

1.4.7.3 Technical Requirement 3 Archive Data & Information. The contractor shall distill test data into validated engineering analyses and derivative program management information and archive all three in the VISION Digital Library (VDL) as required.

1.4.7.5 Technical Requirement 5 Test Results Validation, Analysis, and Distillation Support.

The contractor shall analyze technical data including instrumentation readings, calculations, deficiency reports, graphs, and the like to first confirm its inherent technical quality and accuracy, and second to present the distilled information in as clear and complete a manner as possible using Government-directed formats.

1.4.7.6 Technical Requirement 6 Report and Briefing Support. The contractor shall assist in providing draft documentation inputs to TARDEC PS&T Team. This assistance shall include preparation of draft input to test and evaluation documentation such as interim and draft detailed test plans and final individual subtest or integrated test reports of test program results in Government-directed formats. The contractor shall also organize and develop draft briefing charts and slides in either electronic or hard copy as required

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by TARDEC PS&T Team to brief test and evaluation strategies, plans, results, analysis of results, and impact on military programs to other DoD agencies or customers. To accomplish this task the contractor shall prepare spreadsheets, graphs, and tables of analyzed data using Microsoft Office, PTC MathCAD, and Adobe Professional Writer (or other software as may be adopted by the U.S. Army as its standard). In addition, the contractor shall also provide assistance to the government in meetings involving ATECs test and evaluation mission. Also see paragraph 3.4 that applies to this requirement.

1.4.7.7 Technical Requirement 7 Test and Test Technology Development Support. The contractor shall provide on-site range support to TARDEC PS&T Team at the test center and at other sites where TARDEC PS&T Team is conducting survivability, lethality, vulnerability, effectiveness, and suitability test and evaluation and test technology development activities. At a minimum, the contractor shall assist, as requested, with a real-time technical analysis of proposed/executed testing and test technology in terms of the test capabilities and methodologies to meet objectives (e.g., typically, but not limited to, assessing a systems compliance with customer stipulated performance criteria), and compliance with accepted engineering standards.

a. For professional engineering support services to be provided by the contractor to TARDEC PS&T Team (or any TARDEC PS&T Team customer), the contractor shall prepare a draft report to the TARDEC PS&T Team Contracting Officers Representative (COR), and to the appropriate Program Manager, named in the order, in a Government-directed format formalizing completion of analyses within 60 days or other such period as may be directed in the order or by the TARDEC PS&T Team COR.

b. For professional engineering support services to be provided to TARDEC PS&T Team, the contractor shall prepare a draft report to the TARDEC PS&T Team Contracting Officers Representative (COR), and to the appropriate Program Manager, named in the order, in a Government-directed format formalizing completion of analyses within 60 days or other such period as may be directed in the order or by the TARDEC PS&T Team COR.

c. Also see paragraph 3.4 that applies to this requirement.

1.4.7.8 Technical Requirement 8 - Meeting Support. The contractor shall coordinate, schedule, and facilitate program meetings/briefings with other DoD agencies and their contractors who are cooperating in the specified military system or IUT test and evaluation programs as directed in the order or by the TARDEC PS&T Team COR. The contractor shall assist TARDEC PS&T Team in organizing, planning, and establishing the meeting agenda, inviting key participants, and preparing and distributing minutes of the meeting. The minutes of the meeting shall be reviewed and approved by the COR for TARDEC PS&T Team (or any TARDEC PS&T Team customer) orders. The contractor shall host meetings as required at the contractors facility. Additionally, the contractor shall organize and coordinate critical action items identified during the meetings with the TARDEC PS&T Team COR. The contractor shall also be required to attend meetings and briefings as determined by the COR for TARDEC PS&T Team. Also see paragraph 3.4 that applies to this requirement.

1.4.7.9 Technical Requirement 9 - Verification, Validation, and Accreditation (VV&A) Support. The contractor shall provide the VV&A of techniques and data utilized in assessing the effectiveness, suitability and survivability of weapon systems. This support shall include the comparison of data from previously conducted tests with results obtained from M&S. The contractor shall also investigate and report the applicability of previous VV&A efforts for current test programs. Preparation of V&V reports and plans and accreditation reports and plans IAW AR 5-11, ATEC

Regulation 73-21, and DA PAM 5-11 shall also be included in this support. Also see paragraph 3.4 that applies to this requirement.

1.4.7.10 Technical Requirement 10 - Technical Inquiry Support. The contractor shall conduct literature and database searches, as required, identify and obtain reports and data pertinent to TARDEC PS&T Teams planning and execution of system test and evaluations of acquisition programs.

Support may also require the contractor to present training briefings on specific ballistic and non-ballistic survivability-related topics.

1.4.7.11 Technical Requirement 11 - Program Coordination Support. The contractor shall assist TARDEC PS&T Team by providing program coordination for programs being worked under the terms of the contract. The program coordination includes gathering of current program schedules, test events, deliverables, action items from meetings, and the coordination of issues that need to be resolved and/or require response from TARDEC PS&T Team. The contractor shall have the ability to manage multiple timelines and deliverables, and track multiple schedules and multiple deliverables. The contractor shall be responsible for prioritizing work-authorized requirements in accordance with scheduled delivery dates to ensure timeliness and efficiency of contract support.

1.4.7.12 Technical Requirement 12 - Identify Issues. The contractor shall develop draft critical program related issues directly related to the non-ballistic survivability, ballistic vulnerability and lethality (including live fire) and performance of specified systems. These draft issues will be derived from an assessment of the threat, consideration of how the weapon system will be deployed on the battlefield, and analysis of data previously compiled on the system or similar systems. The contractor shall use existing data resources and modeling and simulation techniques to develop ballistic and non-ballistic survivability evaluation and analysis approaches. The contractor shall identify data voids and these voids will be assessed for their importance to the overall system's non-ballistic survivability, ballistic vulnerability and lethality (including live fire) and performance using modeling and simulation tools identified by the Government.

1.4.8 Deliverables. The contractor shall provide the items listed in the Contract Data Requirements List identified as Exhibit A in the List of Attachments set out below in the format defined by TARDEC PS& T Team.

1.4.8.1 The contractor shall submit all deliverables specified under the contract, and in orders requiring professional engineering support services be provided to TARDEC PS&T Team (or any TARDEC Customer) to the COR:

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Mr. Terry Hoist
US Army TACOM-TARDEC
6501 E. 11 Mile Rd
Bldg 215, MS 157
Warren, MI 48397-5000

1.5 Period of Performance: The period of performance shall be for three ordering years. The Period of Performance reads as follows:

Ordering Year 1:	Contract Award	364 days ADC
Ordering Year 2:	365 days ADC	729 Days ADC
Ordering Year 3:	730 Days ADC	1,095 Days ADC

1.6 General Information

1.6.1 Quality Control

1.6.1.1 The contractor shall deliver all deliverables under this SOW and resultant orders to the TARDEC PS&T Team COR as specified in Section 1.4.

1.6.1.2 All deliverables, reference materials, information data, equipment, hardware, software and any database programs produced during work under this SOW and resultant order will become the property of the U.S. Government.

1.6.1.3 Government acceptance of each deliverable constitutes acceptance for only that portion of the overall effort. The Government's rejection of a proposed final product indicates the product at issue must be corrected for satisfactory contract performance.

1.6.2 Quality Assurance: The Government has prepared a Quality Assurance Surveillance Plan (QASP) to address the required services. Surveillance shall occur IAW with the QASP. The details of the QASP will be discussed with the awardee at a post-award kick-off meeting. The post award conference/kick-off meeting shall be organized by the offeror and held at an agreed upon location by the awardee and the government, as soon as possible following the award, but no later than 30 working days after contract award. The awardee is to keep the minutes of this conference/meeting. This conference/meeting should be in accordance with the contract, any subsequent attachments and FAR 42.503. The primary purpose of the kick-off meeting is to review the award package with the awardee to clarify any pertinent questions the awardee and the Government may propose and to insure that the awardee has a complete and legible data package as well as a complete understanding of the contracts technical requirements. The purpose of this conference is NOT to make any changes to the contract in any way. The awardee will prepare the agenda for the conference/meeting and coordinate the time with the Contracting Officer, the AEC and the ATC COR to avoid any conflicts.

1.6.3 Recognized Holidays: The contractor shall not perform any duties during the below recognized holidays.

New Years Day	Labor Day
Martin Luther King Jr.s Birthday	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 06:00 and 17:00 Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance

1.6.5.1 Performance of services shall be typically at the contractors site(s), but may occasionally be assigned to Governments site(s), when appropriate.

1.6.5.2 The place of performance site(s) will be designated in each order.

1.6.5.3 The place of performance may not be changed by the TARDEC - Physical Simulation and Test Team COR without the Contracting Officer (CO) issuing a modification to the order or if the order location is listed as to be determined under the order and the cost is unchanged.

1.6.6 Type of Contract: The government will award a Firm Fixed Price (FFP) Work Directive (WD) contract.

1.6.7 Security Requirements: All contractor employees shall possess a minimum of a Secret clearance. Additionally, access to certain programs may require contractor employees to possess a Top Secret (TS) or TS Sensitive Compartmented Information (SCI) clearance. A visit authorization request letter shall be prepared on company letterhead, verified, and signed by the Facility Security Officer (FSO) or Alternate FSO. Contractor personnel performing work under this contract must have a Top Secret facility clearance as prescribed by the DD Form 254, Department of Defense Contract Security Classification Specification, with attached addendum for orders that provide professional engineering support services to TACOM (and all other TACOM elements including TARDEC). The contractor shall also possess a Top Secret facility clearance as prescribed by the DD Form 254 for orders that provide professional engineering support services to

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TARDEC. Additionally for TACOM, the contractor shall have approved procedures for handling, processing, and storing CNWDI/RD information at a SECRET classification level.

1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 Key Control The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.3 In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.4. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractors employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.5 Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractors Quality Control Plan.

1.6.8 Special Qualifications: The contractor shall provide to the TARDEC - Physical Simulation and Test Team COR written certification attesting to the adequacy of training and experience for all employees assigned to work under the auspices of this contract. Any personnel changes or substitutions shall be made only after review and approval by the TARDEC - Physical Simulation and Test Team COR. The TARDEC - Physical Simulation and Test Team COR, upon reviewing and approving personnel changes, shall provide a written copy of the changes and approval, to the cognizant contracting officer on record.

1.6.8.1 The contractor shall propose a cross section of labor categories and hours sufficient to provide the required services delineated in the SOW. If changes are required based on the content of a specific order or the contractors own analysis of the tasks as they are executed, the contractor may provide alternate labor categories and hours if the total cost to the Government for the specific order remains the same or is less.

1.6.8.2 The contractor shall be required to attend technical coordination meetings as determined by the TARDEC - Physical Simulation and Test Team COR.

1.6.8.3 The following minimum threshold qualifications for each of the consolidated labor categories listed Section B are established by the Government as a means to assure that the contractors workforce meets a reasonable standard for an adequate baseline level of competence.

1.6.8.4 Ten or more years of practical test and evaluation experience in survivability, lethality, and vulnerability testing or in effectiveness or suitability analysis may be offered in lieu of a B.S. degree in Engineering, Physical Science, or related scientific or technical discipline for any of the following consolidated position descriptions that require such a degree to meet the threshold education requirement.

Senior Project Scientist/Engineer/Analyst/Manager or Subject Matter Expert Level III

Education and General Experience Bachelor's Degree in Engineering, Computer Science, Business, Information Systems, or other related scientific or technical discipline;

A technical or administrative leader with expertise in one or more subject matter areas, attained through advanced education and years of related technical experience in that particular discipline. Has established a reputation for technical excellence in the subject community through various activities, such as peer development and training; technical publications, symposia presentations and/or papers; receipt of awards or certifications; or previous quality work in related or similar endeavors. Possesses the ability to undertake and resolve difficult and highly complex technical projects through research, analysis, and the application of judgment developed from previous experiences. Provides technical insight for addressing problems that are difficult to define, require unconventional or novel approaches, and require sophisticated analytical techniques. Remains abreast of changes in the subject matter area and introduces technological/cutting edge breakthroughs into current efforts when applicable. Provides technical leadership through mentoring and training activities as well as recommending and supporting company-wide technical research policies and programs. Maintains communication with customers and markets existing products, services and company capabilities.

Alternate Experience

No Degree

Associate's

Bachelor's

Master's

Ph.D.

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Senior Project Scientist/Engineer/Analyst/Manager or Subject Matter Expert Level II:

Education and General Experience Bachelor's Degree in Engineering, Computer Science, Business, Information Systems, or other related scientific or technical discipline;

A technical or administrative leader with expertise in one or more subject matter areas, attained through advanced education and years of related technical experience in that particular discipline. Has established a reputation for technical excellence in the subject community through various activities, such as peer development and training; technical publications, symposia presentations and/or papers; receipt of awards or certifications; or previous quality work in related or similar endeavors. Possesses the ability to undertake and resolve difficult and highly complex technical projects through research, analysis, and the application of judgment developed from previous experiences. Provides technical insight for addressing problems that are difficult to define, require unconventional or novel approaches, and require sophisticated analytical techniques. Remains abreast of changes in the subject matter area and introduces technological/cutting edge breakthroughs into current efforts when applicable. Provides technical leadership through mentoring and training activities as well as recommending and supporting company-wide technical research policies and programs. Maintains communication with customers and markets existing products, services and company capabilities.

Alternate Experience

No Degree		Associate's		Bachelor's		Master's		Ph.D.	
Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec
26	16	21	14	17	12	15	10	13	8

Senior Project Scientist/Engineer/Analyst/Manager or Subject Matter Expert :

Education and General Experience Bachelor's Degree in Engineering, Computer Science, Information Systems, or other related scientific or technical discipline;

A technical leader with expertise in one or more subject matter areas, attained through advanced education and years of related technical experience in that particular discipline. Has established a reputation for technical excellence in the subject community through various activities, such as peer development and training; technical publications, symposia presentations and/or papers; receipt of awards or certifications; or previous quality work in related or similar endeavors. Possesses the ability to undertake and resolve difficult and highly complex technical projects through research, analysis, and the application of judgement developed from previous experiences. Provides technical insight for addressing problems that are difficult to define, require unconventional or novel approaches, and require sophisticated analytical techniques. Remains abreast of changes in the subject matter area and introduces technological/cutting edge breakthroughs into current efforts when applicable. Provides technical leadership through mentoring and training activities as well as recommending and supporting company-wide technical research policies and programs. Maintains communication with customers and markets existing products, services and company capabilities.

Alternate Experience

No Degree		Associate's		Bachelor's		Master's		Ph.D.	
Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec
N/A	N/A	N/A	N/A	15	10	13	8	11	6

Project Scientist/Engineer/Analyst/Manager Level II :

Education and General Experience Bachelor's Degree in Engineering, Computer Science, Business, Information Systems, or other related scientific or technical discipline;

A technical or administrative leader with expertise in one or more technical or business-related areas, attained through education and years of related experience in a particular/or related discipline. Has established a reputation of professional excellence through years of quality work in related or similar endeavors and may have accomplishments in activities, such as peer development and training, awards or certifications, or technical publications, symposia presentations and/or papers. Possesses the ability to undertake and resolve difficult and highly complex projects through research, analysis, and the application of judgment developed from previous experience. Addresses problems that are difficult to define, require unconventional or novel approaches, and require sophisticated analytical techniques. Remains abreast of industry changes or changes in a particular field and introduces best practices into current efforts when applicable. Provides leadership through mentoring and training activities as well as recommending and supporting company-wide policies and programs. Maintains communication with customers and markets existing products, services and company capabilities.

Alternate Experience

No Degree		Associate's		Bachelor's		Master's		Ph.D.	
Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec
22	12	17	10	13	8	11	6	9	5

Project Scientist/Engineer/Analyst/Manager :

Education and General Experience Bachelor's Degree in Engineering, Computer Science, Information Systems, or other related scientific

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or technical discipline

A technical or administrative leader with expertise in one or more technical or business-related areas, attained through education and years of related experience in a particular/or related discipline. Has established a reputation of professional excellence through years of quality work in related or similar endeavors and may have accomplishments in activities, such as peer development and training, awards or certifications, or technical publications, symposia presentations and/or papers. Possesses the ability to undertake and resolve difficult and highly complex projects through research, analysis, and the application of judgment developed from previous experience. Addresses problems that are difficult to define, require unconventional or novel approaches, and require sophisticated analytical techniques. Remains abreast of industry changes or changes in a particular field and introduces best practices into current efforts when applicable. Provides leadership through mentoring and training activities as well as recommending and supporting company-wide policies and programs. Maintains communication with customers and markets existing products, services and company capabilities.

Alternate Experience

No Degree		Associate's		Bachelor's		Master's		Ph.D.		
Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	
20	10	15		8	12	6	10	5	8	4

Senior Scientist/Engineer/Analyst Level II :

Education and General Experience Bachelor's Degree in Engineering, Computer Science, Business, Information Systems, or other related scientific or technical discipline;

A technical or administrative professional with expertise in one or more technical or business related areas, attained through education and years of experience, some of which are in a particular/or related discipline. Is establishing a reputation for professional excellence through quality work in related or similar endeavors and may have accomplishments in activities, such as peer development and training, awards or certifications, or technical publications or papers. Undertakes many routine program/administrative functions and participates in the resolution of difficult and highly complex projects through the application of established practices and procedures, conduct of research and analysis, and the application of judgment developed from previous experience. Addresses problems that are both routine and difficult to define, requiring the application of established and new approaches, and analytical techniques. Remains abreast of industry changes or changes in a particular field and introduces best practices into current efforts when applicable. Provides leadership through continued self development, mentoring and training activities, as well as recommending and supporting company-wide policies and programs. Maintains communication with customers and markets existing products, services and company capabilities.

Alternate Experience

No Degree		Associate's		Bachelor's		Master's		Ph.D.		
Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	
17	9	12		7	10	5	7	3	5	2

Senior Scientist/Engineer/Analyst :

Education and General Experience - Bachelor's Degree in Engineering, Computer Science, Information Systems, or other related scientific or technical discipline;

A technical or administrative professional with expertise in one or more technical or business related areas, attained through education and years of experience, some of which are in a particular/or related discipline. Is establishing a reputation for professional excellence through quality work in related or similar endeavors and may have accomplishments in activities, such as peer development and training, awards or certifications, or technical publications or papers. Undertakes many routine program/administrative functions and participates in the resolution of difficult and highly complex projects through the application of established practices and procedures, conduct of research and analysis, and the application of judgement developed from previous experience. Addresses problems that are both routine and difficult to define, requiring the application of established and new approaches, and analytical techniques. Remains abreast of industry changes or changes in a particular field and introduces best practices into current efforts when applicable. Provides leadership through continued self-development, mentoring and training activities, as well as recommending and supporting company-wide policies and programs. Maintains communication with customers and markets existing products, services and company capabilities.

Alternate Experience

No Degree		Associate's		Bachelor's		Master's		Ph.D.		
Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	
15	8	10		6	8	4	5	3	3	1

Scientist/Engineer/Analyst Level II

Education and General Experience - Bachelor's Degree in Engineering, Computer Science, Business, Information Systems, or other related scientific or technical discipline;

A technical or administrative professional with experience in one or more technical or business related areas, attained through education or years of experience, some of which must be in a related discipline. Is establishing a track record for professional

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excellence through quality work in similar endeavors and/or the receipt of certifications. Undertakes routine program/administrative functions and participates in the resolution of more complex program issues through the application of established practices and procedures and conducting research and analysis. Addresses problems that are both routine and difficult to define, requiring the application of established and new approaches, and analytical techniques. Remains abreast of program/project changes or changes in a particular field and recommends best practices for introduction into current efforts when applicable. Continues self-development through a mentoring relationship and by accessing available training activities. Is aware of, and adheres to, company-wide policies and programs making suggestions for improvements. Maintains communication with customers and markets existing products, services and company capabilities

Alternate Experience

No Degree		Associate's		Bachelor's		Master's		Ph.D.			
Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec		
12	7		8	5	6	3	4		1	2	0

Scientist/Engineer/Analyst

Education and General Experience - Bachelor's Degree in Engineering, Computer Science, Information Systems, or other related scientific or technical discipline;

A technical or administrative professional with experience in one or more technical or business related areas, attained through education or years of experience, some of which must be in a related discipline. Is establishing a track record for professional excellence through quality work in similar endeavors and/or the receipt of certifications. Undertakes routine program/administrative functions and participates in the resolution of more complex program issues through the application of established practices and procedures and conducting research and analysis. Addresses problems that are both routine and difficult to define, requiring the application of established and new approaches, and analytical techniques. Remains abreast of program/project changes or changes in a particular field and recommends best practices for introduction into current efforts when applicable. Continues self-development through a mentoring relationship and by accessing available training activities. Is aware of, and adheres to, company-wide policies and programs making suggestions for improvements. Maintains communication with customers and markets existing products, services and company capabilities.

Alternate Experience

No Degree		Associate's		Bachelor's		Master's		Ph.D.			
Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec		
10	6		8	5	4	3	2		1	1	0

Associate Scientist/Engineer/Analyst Level II

Education and General Experience - Bachelor's Degree in Engineering, Computer Science, Business, Information Systems, or other related scientific or technical discipline;

A technical or administrative professional with a technical or business degree and little or no related experience. Is starting a professional career. Undertakes routine program/ administrative functions and may participate in other more complex program issues through the application of established practices and procedures and conducting research and analysis. Addresses routine issues requiring the application of established approaches and analytical techniques. Remains abreast of program/project changes or changes in a particular field and makes suggestions for operational improvements when applicable. Continues self-development, learns about the company, customers, industry and technical/administrative field of study by accessing available training activities and participating in a mentoring relationship. Is aware of, and adheres to, company-wide policies and programs. Maintains communication with customers and notifies management of potential markets for existing products, services and company capabilities.

Alternate Experience

No Degree		Associate's		Bachelor's		Master's		Ph.D.			
Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec		
7	5		4	3	2	1	1		0	0	0

Associate Scientist/Engineer/Analyst

Education and General Experience - Bachelor's Degree in Engineering, Computer Science, Information Systems, or other related scientific or technical discipline;

A technical or administrative professional with a technical or business degree and little or no related experience. Is starting a professional career. Undertakes routine program/administrative functions and may participate in other more complex program issues through the application of established practices and procedures and conducting research and analysis. Addresses routine issues requiring the application of established approaches and analytical techniques. Remains abreast of program/project changes or changes in a particular field and makes suggestions for operational improvements when applicable. Continues self-development, learns about the company, customers, industry and technical/administrative field of study by accessing available training activities and participating in a mentoring relationship. Is aware of, and adheres to, company-wide policies and programs. Maintains communication with customers and notifies management of potential markets for existing products, services and company capabilities.

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Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec	Gen	Spec		
5	3	3		2	1	0		0	0	0	0

1.6.8.5 Labor pool mix and cost estimates [including labor (by individual category, rate(s), quantity, and total labor cost), travel, equipment rental and supplies] will be provided by the contractor to the government within 7 days based on his analysis of any draft proposed requirements received from the government.

1.6.8.6 The contractor will use the consolidated position descriptions as listed in Section B as a template and will provide a separate entry if multiple labor rates apply (i.e., task is expected to extend through a period when a new labor rate goes into effect, or overtime hours and rate for positions in the proposed labor pool mix that are subject to the Fair Labor Standards Act).

1.6.8.7 The contractor will extract the labor rates for the consolidated positions contained in Section B from the attached hourly labor rates for the appropriate period(s) based on the proposed period of performance for the SOW contained in the draft proposed requirement.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractors will be required to obtain and display appropriate identification for each of the government installations they will be required to perform their duties upon.

1.6.12 Contractor Travel

1.6.12.1 The contractor has no authority to incur travel costs without explicit written approval of the Contracting Officer. Request for travel shall be submitted by contractor and approved in advance and in writing by the Contracting Officer through issuance of an order. Travel shall be approved in writing prior to commencement. The TARDEC - Physical Simulation and Test Team COR shall be responsible for providing the request for travel to the Contracting Officer within 10 working days, after the request is received by the COR. Upon receipt of a written order, travel will be directed by the TARDEC - Physical Simulation and Test Team COR.

1.6.12.2 All travel and per diem shall be in accordance with the Joint Travel Regulation (JTR) and applies to only actual costs incurred. Cost for travel and per diem will be included on each order and shall not exceed the travel cost stated on each modification. In addition, travel per diem shall be subject to the Joint Travel Regulation (JTR) rate in effect at the date of issuance of the order and will remain in effect during the entire performance period of the order. Under no circumstances shall the contractor incur travel costs in excess of the normalized total amount for travel under the contract, without written approval from the Contracting Officer.

1.6.12.3 Local travel in and around TACOM will be reimbursed at the current Government POV mileage rate. The contractors vouchers for the travel costs incurred must contain supporting detail that is satisfactory to the TARDEC - Physical Simulation and Test Team COR. Travel Vouchers will be approved by the TARDEC - Physical Simulation and Test Team COR and the TARDEC - Physical Simulation and Test Team COR reserves the right to not approve any outstanding travel vouchers until adequate supporting data is provided.

1.6.13 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines

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that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.14 PHASE IN /PHASE OUT PERIOD To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the 30 Day phase in/ phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date. During the phase out period, the Contractor shall update an identified government employee with ongoing activities and provide all applicable data.

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DEFINITIONS & ACRONYMS2. Definitions and Acronyms:

1.4. DEFINITIONS:

1.4.1. CONTRACTOR. A supplier or vendor having a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

1.4.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

1.4.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

1.4.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

1.4.5. DELIVERABLE. Anything that can be physically delivered but may include non-physical things such as meeting minutes.

1.4.7. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

1.4.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

1.4.8. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

1.4.9. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

1.4.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

1.4.11. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

1.4.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

1.4.12. WORK WEEK. Is defined as Monday through Friday, unless specified otherwise.

1.4.7. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)

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Name of Offeror or Contractor: SURVICE ENGINEERING COMPANY, LLC, THE

DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GSS	Ground System Survivability
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
LFT&E	Live Fire Test and Evaluation
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
OCP	Occupant Centric Platform
ODC	Other Direct Costs
PAM	Pamphlet
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PS&T	Physical Simulation and Test
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TACOM	Tank-automotive & Armaments Command
TARDEC	Tank-Automotive Research, Development and Engineering Center
TE	Technical Exhibit
T&E	Test and Evaluation

Name of Offeror or Contractor: SURVICE ENGINEERING COMPANY, LLC, THE

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will provide supporting documents relevant to the execution of required tasks to the contractor within ten (10) working days after receiving the request. All Government furnished reference material, information; data, equipment, hardware, and software provided to the contractor under this statement of work remain the property of the U.S. Government.

3.2 Facilities: The Government will provide access to meetings, briefings, orientations, and on-site test activities as needed. The Government will provide all contractors working at a Government site with office space.

3.3 Utilities: The Government will ensure all utilities in the facility will be available for the contractors use in performance of tasks outlined in this PWS. If utilities are furnished, the following is required: The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, such as turning off the water faucets or valves after using the required amount.

3.4 Equipment: The Government will provide supplies, copiers, fax machines, telephone service, laboratory and/or Automatic Data Processing Equipment (ADPE) facilities, and equipment, as required. The Government will provide all equipment, including Automatic Data Processing (ADP) equipment, necessary for the completion of orders assigned to a Government site under the purview of this SOW.

3.5 Materials: The Government will Standard Operating Procedures and Policies.

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PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2 Secret Facility Clearance: The contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractors employees, performing work in support of this contract shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment [Insert the attachment number].

4.3. Materials: The Contractor shall provide all employees working at a contractor site with furnish materials, supplies, and equipment necessary to meet the requirements under this PWS.

4.4. Equipment: The Contractor shall provide all employees working at a contractor site with office space, supplies, reproduction, telephone service, laboratory and/or ADPE facilities, and equipment, as required. The contractor will procure equipment for systems assigned by order to be developed that involve hardware and software. Such procurement will be authorized by either being specifically listed in the order awarded in the Equipment, Rental, and Supplies section or must be approved in advance by the TARDEC PS&T COR. Once these systems are delivered to and accepted by the Government, ownership will be passed to the Government.

Name of Offeror or Contractor: SURVICE ENGINEERING COMPANY, LLC, THE

PART 5

SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services.

Services include:

5.1.1 The contractor shall provide test and evaluation expertise in survivability, lethality, vulnerability, effectiveness, and suitability.

5.1.2 The contractor shall provide non-personal, technical services to TARDEC-PS&T, primarily at TARDEC, but also at various test ranges. Primary areas of technical services support include, but are not limited to: assistance in the timely planning, scheduling, testing, evaluation, analysis, preparation and generation of reports and documents, data acquisition, data validation, data reduction, and data management using standard T&E methodology, and analysis of results using standard engineering calculations, models, and performance criteria.

5.1.3 The contractor shall provide non-personal, technical services to TARDEC-PS&T to assist in the development, verification, validation, and accreditation of test methodologies, analytical tools, and processes used in support of survivability, lethality, and vulnerability, effectiveness and suitability test and evaluation.

5.1.4 The contractor shall provide non-personal, technical services support to other DoD or U.S. Government agencies with whom TARDEC-PS&T is either supporting or working. Areas of technical services support include, but are not limited to: timely planning; survivability, lethality, and vulnerability, effectiveness and suitability testing, evaluation, and analysis; and preparation and generation of reports and documents.

5.1.5 The contractor shall perform non-personal services as an independent contractor and not as an agent or employee of the U.S. Government.

5.1.6 The contractor shall provide survivability, lethality, and vulnerability, effectiveness and suitability test and evaluation competency development to the PS&T Team through the use of on the job training, formal training courses, and development of best practices.

5.1.7 Technical Requirement. The contractor shall, provide any or all of the following services.

5.1.7.1 Technical Requirement 1 Test and Evaluation Support.

a. The contractor shall assist TARDEC PS&T Team by providing the survivability, lethality, vulnerability, test and evaluation expertise, and use this expertise to support test officers in: planning, scheduling, preparing, and executing tests in these areas; preparation and generation of reports and documents; data acquisition, validation, reduction, and management using standard T&E methodology; and analysis of test results using standard engineering calculations, models, and performance criteria.

b. The contractor shall assist TARDEC PS&T Team by providing survivability, lethality, vulnerability, effectiveness and suitability test and evaluation expertise and use this expertise to utilize data obtained from the analysis of previously conducted system program tests, results of the test events, and inputs obtained through modeling and simulation (M&S) to augment or interpret the results of each event. The contractor shall maintain and use M&S capabilities such as Modular Unix'-Based Vulnerability Estimation Suite (MUVES), Stochastic Analysis of Fragmentation Effects (SAFE), Advanced Joint Effectiveness Model (AJEM), Parametric Endo/Exoatmospheric Lethality Simulation (PEELS), and Enhanced Lethality End-Game Simulation (ELEGS) for use in the evaluations of system survivability. Other system-specific M&S capabilities shall be incorporated in the evaluation support at the direction of the Contracting Officer's Representative.

5.1.7.2 Technical Requirement 2 Plan Development. The contractor shall assist TARDEC PS&T Team in preparing test plans (e.g., Detailed Test Plans [DTP], Test and Evaluation Master Plans [TEMP], and OTA Test Plans (OTA TPs), and test technology development plans (e.g., Technology Development and Acquisition Program [TDAP] submissions) to include type of tests, test methodology, required accuracy and precision, proposed schedule, and estimated cost. In addition, the contractor shall provide draft input to the development of and/or preparation of the Early Strategy Reviews (ESR), Concept Initial Product Reviews (CIPR), Lens charts, Rock Drills, System Evaluation Plans (SEP), OTA Evaluation Report, and OTA Assessment Report. As part of this support, the contractor shall comply with Army and DoD directives to ensure that decisions necessary for the acquisition process (Milestones (MS) A through MS C) can be achieved from the system test event, simulation, and analysis results. The contractor shall identify methods or procedures that could be applied early in the procurement process that would increase the robustness of the development program and minimize the requirement for expensive, redundant testing at later stages of the program.

5.1.7.3 Technical Requirement 3 Archive Data & Information. The contractor shall distill test data into validated engineering analyses and derivative program management information and archive all three in the VISION Digital Library (VDL) as required.

5.1.7.5 Technical Requirement 5 Test Results Validation, Analysis, and Distillation Support.

The contractor shall analyze technical data including instrumentation readings, calculations, deficiency reports, graphs, and the like to first confirm its inherent technical quality and accuracy, and second to present the distilled information in as clear and complete a

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manner as possible using Government-directed formats.

5.1.7.6 Technical Requirement 6 Report and Briefing Support. The contractor shall assist in providing draft documentation inputs to TARDEC PS&T Team. This assistance shall include preparation of draft input to test and evaluation documentation such as interim and draft detailed test plans and final individual subtest or integrated test reports of test program results in Government-directed formats. The contractor shall also organize and develop draft briefing charts and slides in either electronic or hard copy as required by TARDEC PS&T Team to brief test and evaluation strategies, plans, results, analysis of results, and impact on military programs to other DoD agencies or customers. To accomplish this task the contractor shall prepare spreadsheets, graphs, and tables of analyzed data using Microsoft Office, PTC MathCAD, and Adobe Professional Writer (or other software as may be adopted by the U.S. Army as its standard). In addition, the contractor shall also provide assistance to the government in meetings involving ATECs test and evaluation mission. Also see paragraph 3.4 that applies to this requirement.

5.1.7.7 Technical Requirement 7 Test and Test Technology Development Support. The contractor shall provide on-site range support to TARDEC PS&T Team at the test center and at other sites where TARDEC PS&T Team is conducting survivability, lethality, vulnerability, effectiveness, and suitability test and evaluation and test technology development activities. At a minimum, the contractor shall assist, as requested, with a real-time technical analysis of proposed/executed testing and test technology in terms of the test capabilities and methodologies to meet objectives (e.g., typically, but not limited to, assessing a systems compliance with customer stipulated performance criteria), and compliance with accepted engineering standards.

a. For professional engineering support services to be provided by the contractor to TARDEC PS&T Team (or any TARDEC PS&T Team customer), the contractor shall prepare a draft report to the TARDEC PS&T Team Contracting Officers Representative (COR), and to the appropriate Program Manager, named in the order, in a Government-directed format formalizing completion of analyses within 60 days or other such period as may be directed in the order or by the TARDEC PS&T Team COR.

b. For professional engineering support services to be provided to TARDEC PS&T Team, the contractor shall prepare a draft report to the TARDEC PS&T Team Contracting Officers Representative (COR), and to the appropriate Program Manager, named in the order, in a Government-directed format formalizing completion of analyses within 60 days or other such period as may be directed in the order or by the TARDEC PS&T Team COR.

c. Also see paragraph 3.4 that applies to this requirement.

5.1.7.8 Technical Requirement 8 - Meeting Support. The contractor shall coordinate, schedule, and facilitate program meetings/briefings with other DoD agencies and their contractors who are cooperating in the specified military system or IUT test and evaluation programs as directed in the order or by the TARDEC PS&T Team COR. The contractor shall assist TARDEC PS&T Team in organizing, planning, and establishing the meeting agenda, inviting key participants, and preparing and distributing minutes of the meeting. The minutes of the meeting shall be reviewed and approved by the COR for TARDEC PS&T Team (or any TARDEC PS&T Team customer) orders. The contractor shall host meetings as required at the contractors facility. Additionally, the contractor shall organize and coordinate critical action items identified during the meetings with the TARDEC PS&T Team COR. The contractor shall also be required to attend meetings and briefings as determined by the COR for TARDEC PS&T Team. Also see paragraph 3.4 that applies to this requirement.

5.1.7.9 Technical Requirement 9 - Verification, Validation, and Accreditation (VV&A) Support. The contractor shall provide the VV&A of techniques and data utilized in assessing the effectiveness, suitability and survivability of weapon systems. This support shall include the comparison of data from previously conducted tests with results obtained from M&S. The contractor shall also investigate and report the applicability of previous VV&A efforts for current test programs. Preparation of V&V reports and plans and accreditation reports and plans IAW AR 5-11, ATEC

Regulation 73-21, and DA PAM 5-11 shall also be included in this support. Also see paragraph 3.4 that applies to this requirement.

5.1.7.10 Technical Requirement 10 - Technical Inquiry Support. The contractor shall conduct literature and database searches, as required, identify and obtain reports and data pertinent to TARDEC PS&T Teams planning and execution of system test and evaluations of acquisition programs.

Support may also require the contractor to present training briefings on specific ballistic and non-ballistic survivability-related topics.

5.1.7.11 Technical Requirement 11 - Program Coordination Support. The contractor shall assist TARDEC PS&T Team by providing program coordination for programs being worked under the terms of the contract. The program coordination includes gathering of current program schedules, test events, deliverables, action items from meetings, and the coordination of issues that need to be resolved and/or require response from TARDEC PS&T Team. The contractor shall have the ability to manage multiple timelines and deliverables, and track multiple schedules and multiple deliverables. The contractor shall be responsible for prioritizing work-authorized requirements in accordance with scheduled delivery dates to ensure timeliness and efficiency of contract support.

5.1.7.12 Technical Requirement 12 - Identify Issues. The contractor shall develop draft critical program related issues directly related to the non-ballistic survivability, ballistic vulnerability and lethality (including live fire) and performance of specified systems. These draft issues will be derived from an assessment of the threat, consideration of how the weapon system will be deployed on the battlefield, and analysis of data previously compiled on the system or similar systems. The contractor shall use existing data resources and modeling and simulation techniques to develop ballistic and non-ballistic survivability evaluation and analysis approaches. The contractor shall identify data voids and these voids will be assessed for their importance to the overall system's non-ballistic survivability, ballistic vulnerability and lethality (including live fire) and performance using modeling and simulation tools identified by the Government.

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5.2 CONTRACTOR MANPOWER REPORTING (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address ://Contractormanpower.army.pentagon.mil. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officers Technical Representative (COTR) or also know as the Contracting Officers Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated 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) Estimated 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). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractors system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

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PART 6
APPLICABLE PUBLICATIONS

6. Applicable Publications (Current Editions)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures to include:

- MIL STD 810G
- ATEC PAM 73-1
- ATEC REG 73-1
- AR 73-1
- DA PAM 73-1
- Defense Acquisition Guidebook
- DoD 5000.01
- DoD 5000.02
- DoD Strategic Plan For DoD T&E Resources
- JCIDS Manual
- DAU Test and Evaluation Management Guide
- DUSA-TE The 2013-2014 Army Test and Evaluation Enterprise Strategy

*** END OF NARRATIVE C0001 ***

Regulatory Cite	Title	Date
1	52.209-4020 ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT (TACOM)	OCT/2013

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://atlevel1.dtic.mil/at>.

2	52.209-4022 iWATCH TRAINING (TACOM)	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 100 calendar days after contract award.

(End of Clause)

3	52.204-4020 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES (TACOM)	JUN/2012
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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.

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(End of Clause)

4 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)

5 52.204-4022 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN DEC/2013
(TACOM)

a. The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), per AR 530-1, Operations Security. This SOP/Plan will specify the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

b. The contractor will receive a copy of the SOP/Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by G2, TACOM LCMC or individual organizations supporting OPSEC Officers.

c. The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level II certified per AR 530-1.

(End of Clause)

6 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)

7 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)

8 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 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;

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- (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]

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INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
2	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION.
Acceptance: DESTINATION.

[End of Clause]

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

Name of Offeror or Contractor: SURVICE ENGINEERING COMPANY, LLC, THE

CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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1	52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008	AUG/2012
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The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at ://wawf.eb.mil. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

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

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

_____ Invoice and Receiving Report Combo (Supplies)
Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

_____ Invoice 2-in-1 (Services)
Use for contracts that are entirely for service requirements.

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

\ 'b7	Your firms CAGE Code:	7T988	
\ 'b7	Issue and Admin DoDAAC Code:	W56HZV	
\ 'b7	Accept-By DoDAAC Code:	W91ATL	
\ 'b7	Payment DoDAAC Code:	HQ0490	

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

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

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

\ 'b7	Primary Acceptor Name:	Terry Hoist	
\ 'b7	Primary Acceptor e-mail:	Terry.R.Hoist.civ@mail.mil	
\ 'b7	Contract Specialist Name:	Derek Dycio	
\ 'b7	Contract Specialist e-mail:	Derek.M.Dycio.Civ@mail.mil	

To track the status of an invoice, in WAWF click on the link, Pay Status (myInvoice-External link) found under the tab named Lookup or by going to ://myinvoice.csd.disa.mil/index.html. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

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

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

[End of Clause]

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SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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Name of Offeror or Contractor: SURVICE ENGINEERING COMPANY, LLC, THE

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-3	GRATUITIES	APR/1984
2	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
3	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
4	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
5	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JUL/2013
6	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
7	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
8	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
9	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP/2009
10	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	SEP/2009
11	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
12	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
13	52.232-11	EXTRAS	APR/1984
14	52.232-17	INTEREST	OCT/2010
15	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
16	52.242-13	BANKRUPTCY	JUL/1995
17	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
18	52.248-1	VALUE ENGINEERING	OCT/2010
19	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
20	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
21	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
22	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
23	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
24	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
25	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
26	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
27	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
28	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
29	252.225-7013	DUTY-FREE ENTRY	OCT/2013
30	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
31	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
32	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
33	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
34	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
35	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
36	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
37	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
38	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
39	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
40	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
41	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	NOV/2013

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

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

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

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

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

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

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- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act -- Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)
- (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (11) [Reserved]
- (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011) of 52.219-6.
- (iii) Alternate II (Nov 2011) of 52.219-6.
- (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013)(15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- _x_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (25) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- _x_ (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ___ (27) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Nov 2013) (E.O. 13126).
- _x_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _x_ (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- _x_ (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- _x_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- _x_ (32) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- _x_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- _x_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- _x_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- ___ (40)(i) 52.225-3, Buy American Act Free Trade Agreements -- Israeli Trade Act (NOV 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (MAR 2012) of 52.225-3.
- ___ (iii) Alternate II (MAR 2012) of 52.225-3.
- ___ (iv) Alternate III (NOV 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _x_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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- ___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- ___ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _x_ (48) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- ___ (49) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- ___ (50) 52.232-36, Payment by Third Party (Jul 2013)(31 U.S.C. 3332).
- ___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ___ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- _x_ (1) 52.222-41, Service Contract Act of 1965, (Nov 2007)(41 U.S.C. 351, et seq.).
- _x_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _x_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- _x_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
- ___ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- ___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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the ordinary course of business or pursuant to a provision of law.

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

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

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$2,000,000;

(2) Any order for a combination of items in excess of \$4,500,000 or

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

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

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

(End of Clause)

43 52.216-22 INDEFINITE QUANTITY

OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four and one half years after contract award.

(End of Clause)

44 52.217-8 OPTION TO EXTEND SERVICES

NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the end of the current term of the contract.

(End of Clause)

45 252.216-7006 ORDERING

MAY/2011

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

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

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

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and notice has been sent to the Contractor.

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

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

(End of Clause)

46 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 --

(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)

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47 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)

48 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)

49 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)

50 252.223-7001 HAZARD WARNING LABELS

DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

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- (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)

51 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]

52 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/

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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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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	13-JAN-2014		EMAIL
Attachment 0001	TASK ORDER 001 PWS	13-JAN-2014		EMAIL
Attachment 0002	PRICING SPREADHSEET	13-JAN-2014		EMAIL
Attachment 0003	WAGE DETERMINATION	14-JAN-2014		EMAIL

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VDFARA.HTM or http://farsite.hill.af.mil/VFAFARA.HTM

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
3	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
4	52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

(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.

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(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)

5 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV APR/2011
2013) - ALTERNATE I (APR 2011)

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

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

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

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

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

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

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

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

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it
___ is,
___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it
___ is,
___ is not a women-owned small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

(i) General. The offeror represents that either

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

(ii) It ___ is, ___ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

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[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

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

(2) Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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provision:

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

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

Other End Products

Line Item No.	Country of Origin

[List as necessary]

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

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

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

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal,

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state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

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

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

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

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

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

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

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

* Name and TIN of common parent:

Name _____.

TIN _____.

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

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

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction

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that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdsn.pdf>).

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

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

6	252.209-7994 (DEV 2014- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEV 2014-00004)	OCT/2013
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(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 months.

(End of provision)

7	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
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(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,

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(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)

8

252.225-7018 PHOTOVOLTAIC DEVICES -- CERTIFICATE

DEC/2013

(a) Definitions. "Bahrainian photovoltaic device", "Canadian photovoltaic device", "Caribbean Basin photovoltaic device", "designated country", "designated country photovoltaic device", "domestic photovoltaic device", "foreign photovoltaic device", "Free Trade Agreement country", "Free Trade Agreement photovoltaic device", "Korean photovoltaic device", "least developed country photovoltaic device", "Moroccan photovoltaic device", "Panamanian photovoltaic device," "Peruvian photovoltaic device", "photovoltaic device", "qualifying country", "qualifying country photovoltaic device", "United States", "U.S.-made photovoltaic device", and "WTO GPA country photovoltaic device" have the meanings given in the Photovoltaic Devices clause of this solicitation.

(b) Restrictions. The following restrictions apply, depending on the estimated value of any photovoltaic devices to be utilized under a resultant contract:

(1) If more than \$3,000 but less than \$202,000, then the Government will not accept an offer specifying the use of other foreign photovoltaic devices in paragraph (d)(2)(ii), (d)(3)(ii), or (d)(4)(ii) of this provision, unless the offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.

(2) If \$202,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are U.S.-made, qualifying country, or designated country photovoltaic devices.

(c) Country in which a designated country photovoltaic device was wholly manufactured or was substantially transformed. If the estimated value of the photovoltaic devices to be utilized under a resultant contract exceeds \$25,000, the Offeror's certification that such photovoltaic device (e.g., solar panel) is a designated country photovoltaic device shall be consistent with country of origin determinations by the U.S. Customs and Border Protection with regard to importation of the same or similar photovoltaic devices into the United States. If the Offeror is uncertain as to what the country of origin would be determined to be by the U.S. Customs and Border Protection, the Offeror shall request a determination from U.S. Customs and Border Protection. (See <http://www.cbp.gov/xp/cgov/trade/legal/rulings/>.)

(d) Certification and identification of country of origin. [The offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract:]

___ (1) No photovoltaic devices will be utilized in performance of the contract, or such photovoltaic devices have an estimated value of \$3,000 or less.

(2) If more than \$3,000 but less than \$25,000--

___ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device or a qualifying country photovoltaic device [Offeror to specify country of origin _____]; or

___ (ii) The foreign (other than qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of _____. [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.]

(3) If \$25,000 or more but less than \$77,494--

___ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country photovoltaic device; or a Canadian photovoltaic device [Offeror to specify country of origin _____]; or

___ (ii) The foreign (other than qualifying country or Canadian) photovoltaic devices to be utilized in performance of the contract are the product of _____. [Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.]

(4) If \$77,494 or more but less than \$100,000--

___ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country

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<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JUL/2013
2	52.214-23	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF TECHNICAL PROPOSALS UNDER TWO-STEP SEALED BIDDING	NOV/1999
3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
4	252.204-7011	ALTERNATIVE LINE-ITEM STRUCTURE	SEP/2011
5	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)

6	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010
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(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: Reference Attachment 0002, Pricing Spreadsheet.

(End of clause)

7	52.233-2	SERVICE OF PROTEST	SEP/2006
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(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)

8	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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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>

9	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(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.

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(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)

10	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	DEC/2004
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(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]

11	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	MAY/2011
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(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

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(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]

12 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]

13 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]

14 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING (TACOM) MAR/1996

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

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

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

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

[End of Provision]

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EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(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]

2	52.216-4006 (TACOM)	METHOD OF PRICE EVALUATION	NOV/2007
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(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]