



19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<h1>DRAFT</h1>					

32a. Quantity In Column 21 Has Been

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

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

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

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PIIN/SIIN W56HZV-14-R-0109

MOD/AMD

**Name of Offeror or Contractor:**

## SUPPLEMENTAL INFORMATION

Buyer Name: MICHAEL W. WILSON  
Buyer Office Symbol/Telephone Number: CCTA-HBF-P/(586)282-3504  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders

\*\*\* End of Narrative A000 \*\*\*

<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](http://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=W56HZV14R0109](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0109)

(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](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.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0109	<b>Page</b> 3 <b>of</b> 92 <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

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

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

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

End of Provision

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

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

[End of Provision]

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

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

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

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

4            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]

5            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:

\_\_\_\_\_

**Name of Offeror or Contractor:**

Amendment Number	Date
:	:
:	:
:	:
:	:
:	:
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[End of Provision]

6            52.242-4021            NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS            NOV/2009  
                   (TACOM)

Agencies other than TACOM, such as Defense Logistics Agency (DLA), may also place delivery orders under this contract (or, as applicable, the contract that results from this solicitation). In that event, such agencies will administer those orders.

(END OF CLAUSE)

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>THIS IS A FIVE (5) YEAR FIRM FIXED PRICE (FFP), REQUIREMENTS CONTRACT.</p> <p>*****</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST TWO DIGITS SIGNIFY THE APPLICABLE ORDERING PERIOD AND THE LAST TWO DIGITS SIGNIFY THE ITEM. CLIN 0101 IS FOR THE FIRST ORDERING PERIOD, FIRST ITEM. CLIN 0201 IS FOR THE SECOND ORDERING PERIOD, FIRST ITEM.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p>FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE CONTRACT YEAR.</p> <p>(End of narrative A001)</p>				
0001	<p><u>FAT VEHICLE GOVERNMENT TESTING</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p>	1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>Testing to take place at Aberdeen Proving Ground (APG)(Aberdeen, Maryland)</p> <p>Reference section I clause 52.209-4</p> <p>(End of narrative F001)</p>				
0002	<p><u>FAT SAW CONTRACTOR CUTTING TEST</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW                      Mfr CAGE: 9999                      Mfr Part Number: 99999999999999999999999999999999</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin                      Government Approval/Disapproval Days: 180</p> <p>FOB POINT: Destination</p> <p>Reference section I clause 52.209-3</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0003	<p><u>FAT SAW LOGISTICS DEVELOPMENT</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW                      Mfr CAGE: 9999                      Mfr Part Number: 99999999999999999999999999999999</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0109 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin                      Government Approval/Disapproval Days: 180</p> <p>FOB POINT: Destination</p> <p>Testing to take place at TACOM, Warren (Warren, MI)</p> <p>Reference section I clause 52.209-4</p> <p>(End of narrative F001)</p> <p><u>SYSTEM SUPPORT PACKAGE</u></p> <p>COMMODITY NAME: LOGISTICS DEVELOPMENT</p> <p>Reference C.1.6</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	1	EA	\$ _____	\$ _____
0005	<p><u>CONTRACTOR SUPPORT OF GOVERNMENT FAT</u></p> <p>SERVICE REQUESTED: FIRST ARTICLE TEST-SUPPORT</p> <p>Reference C.4.5.2 through C.4.2.1.5</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0006	<p><u>REFURBISHMENT OF FAT UNITS</u></p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SERVICE REQUESTED: SELF PROPELLED CONCRETE SAW  Reference C.4.5.4  (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
0007	<u>TECHNICAL SUPPORT REPRESENTATIVE</u>  SERVICE REQUESTED: FAT/LOG DEVELOPMENT  Reference C.5.2.1 through C.5.3.4  (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				\$ _____
0008	<u>CONTRACTOR MANPOWER REPORTING</u>  SERVICE REQUESTED: SELF PROPELLED CONCRETE SAW				\$ _____
0101	<u>PRODUCTION QUANTITY - ORDERING YEAR ONE</u>  COMMODITY NAME: SELF PROPELLED CONCRETE SAW  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  FOB POINT: Origin	3	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	<p><u>SAW BLADES-ORDERING YEAR ONE</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Each set of saw blades shall include one (1) 30 inch concrete blade and one (1) 30 inch asphalt over concrete blade. Reference Attachment 0001-Commercial Item Description (CID) 3.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	3	SE	\$ _____	\$ _____
0103	<p><u>SAW HOSE-ORDERING YEAR ONE</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Hoses supplied under this CLIN 0103 shall be supplied in accordance with Attachment 0001-Commercial Item Description (CID) 3.1.3.2.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	6	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	<p><u>ORDERING YEAR ONE - SPCS STORAGE (DAILY RATE)</u></p> <p>SERVICE REQUESTED: DAILY STORAGE</p> <p>SPCS Storage shall be in accordance with section C.9.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>	1	DA	\$ _____	\$ _____
0201	<p><u>PRODUCTION QUANTITY - ORDERING YEAR TWO</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	11	EA	\$ _____	\$ _____
0202	<p><u>SAW BLADES-ORDERING YEAR TWO</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Each set of saw blades shall include one (1) 30 inch concrete blade and one (1) 30 inch asphalt over concrete blade. Reference Attachment 0001-Commercial Item Description (CID) 3.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:</p>	11	SE	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	<p>SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>SAW HOSE-ORDERING YEAR TWO</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Hoses supplied under this CLIN 0203 shall be supplied in accordance with Attachment 0001-Commercial Item Description (CID) 3.1.3.2.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	22	EA	\$ _____	\$ _____
0204	<p><u>ORDERING YEAR TWO - SPCS STORAGE (DAILY RATE)</u></p> <p>SERVICE REQUESTED: DAILY STORAGE</p> <p>SPCS Storage shall be in accordance with section C.9.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>	1	DA	\$ _____	\$ _____
0301	<p><u>PRODUCTION QUANTITY - ORDERING YEAR THREE</u></p>	11	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	<p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>SAW BLADES-ORDERING YEAR THREE</u></p>	11	SE	\$ _____	\$ _____
0303	<p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Each set of saw blades shall include one (1) 30 inch concrete blade and one (1) 30 inch asphalt over concrete blade. Reference Attachment 0001-Commercial Item Description (CID) 3.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>SAW HOSE-ORDERING YEAR THREE</u></p>	22	EA	\$ _____	\$ _____
	<p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Hoses supplied under this CLIN 0303 shall be supplied in accordance with Attachment 0001-Commercial Item Description (CID) 3.1.3.2.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0304	<p><u>ORDERING YEAR THREE - SPCS STORAGE (DAILY RATE)</u></p> <p>SERVICE REQUESTED: DAILY STORAGE</p> <p>SPCS Storage shall be in accordance with section C.9.</p> <p>(End of narrative C001)</p>	1	DA	\$ _____	\$ _____
0401	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>PRODUCTION QUANTITY - ORDERING YEAR FOUR</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p>	9	EA	\$ _____	\$ _____
0402	<p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>SAW BLADES-ORDERING YEAR FOUR</u></p>	9	SE	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403	<p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Each set of saw blades shall include one (1) 30 inch concrete blade and one (1) 30 inch asphalt over concrete blade. Reference Attachment 0001-Commercial Item Description (CID) 3.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>SAW HOSE-ORDERING YEAR FOUR</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Hoses supplied under this CLIN 0403 shall be supplied in accordance with Attachment 0001-Commercial Item Description (CID) 3.1.3.2.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	22	EA	\$ _____	\$ _____
0404	<p><u>ORDERING YEAR FOUR - SPCS STORAGE (DAILY RATE)</u></p> <p>SERVICE REQUESTED: DAILY STORAGE</p>	1	DA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501	<p>SPCS Storage shall be in accordance with section C.9.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>PRODUCTION QUANTITY - ORDERING YEAR FIVE</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	12	EA	\$ _____	\$ _____
0502	<p><u>SAW BLADES-ORDERING YEAR FIVE</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Each set of saw blades shall include one (1) 30 inch concrete blade and one (1) 30 inch asphalt over concrete blade. Reference Attachment 0001-Commercial Item Description (CID) 3.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u></p>	12	SE	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0503	<p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>SAW HOSE-ORDERING YEAR FIVE</u></p> <p>COMMODITY NAME: SELF PROPELLED CONCRETE SAW</p> <p>Hoses supplied under this CLIN 0503 shall be supplied in accordance with Attachment 0001-Commercial Item Description (CID) 3.1.3.2.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	24	EA	\$ _____	\$ _____
0504	<p><u>ORDERING YEAR FIVE - SPCS STORAGE (DAILY RATE)</u></p> <p>SERVICE REQUESTED: DAILY STORAGE</p> <p>SPCS Storage shall be in accordance with section C.9.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>	1	DA	\$ _____	\$ _____
9000	<p><u>DATA ITEMS</u></p>				
A001	<p><u>CONFERENCE AGENDA</u></p>	1	LO	\$ ** NSP **	\$ ** NSP **



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u>                      DLVR SCH _____ PERF COMPL _____  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u>                      001                      1                      SEE DD FORM 1423</p>				
A005	<p><u>TRANSPORTABILITY REPORT</u></p> <p>SERVICE REQUESTED: REFERENCE C.4.4</p>	1	LO	\$ _____	\$ _____
	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>				
	<p><u>Deliveries or Performance</u>                      DLVR SCH _____ PERF COMPL _____  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u>                      001                      1                      SEE DD FORM 1423</p>				
A006	<p><u>FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT (FACAR)</u></p> <p>SERVICE REQUESTED: REFERENCE C.4.5.3</p>	1	LO	\$ ** NSP **	\$ ** NSP **
	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>				
	<p><u>Deliveries or Performance</u>                      DLVR SCH _____ PERF COMPL _____  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u>                      001                      1                      SEE DD FORM 1423</p>				
A007	<p><u>PRODUCT DRAWINGS/MODELS AND ASSOCIATED LISTS</u></p> <p>SERVICE REQUESTED: C.4.6, C.5.4.1.4, C.5.4.1.4.1</p>	1	LO	\$ _____	\$ _____
	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>				
	<p><u>Deliveries or Performance</u>                      DLVR SCH _____ PERF COMPL _____  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u></p>				

CONTINUATION SHEET

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A008	<p>001 1 SEE DD FORM 1423</p> <p><u>ENGINEERING CHANGE PROPOSAL (ECP) REPORT</u></p> <p>SERVICE REQUESTED: REFERENCE C.4.6.1</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A009	<p><u>CONFIGURATION STATUS ACCOUNTING INFORMATION</u></p> <p>SERVICE REQUESTED: REFERENCE C.4.6.2, C.4.6.4</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A010	<p><u>LOGISTICS PRODUCT DATA - ENGINEERING BOM</u></p> <p>SERVICE REQUESTED: C.5.2.1.1, C.5.2.2.2, C.5.3.1</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____
A011	<p><u>LOGISTICS PRODUCT DATA - CROSS REFERENCE DATA</u></p>	1	LO	\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A015	<p>C.5.4.1.2, and C.5.4.1.3.                      (End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p> <p><u>RELIABILITY MAINT. ANALYSIS DATA-SYSTEM SUPPORT PACKAGE</u></p> <p>SERVICE REQUESTED: C.5.2.2.2, C.5.4.1.5</p> <p>Reference C.5.1.1.1, C.5.1.1.2, C.5.2.2.2, C.5.4.1.1, C.5.4.1.2, and C.5.4.1.3.                      (End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____
A016	<p><u>LOGISTICS PRODUCT DATA-PACKAGING DATA PRODUCTS</u></p> <p>SERVICE REQUESTED: REFERENCE C.5.5.1, C.5.5.2.1</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p>	1	LO	\$ ** NSP **	\$ ** NSP **



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A020	<p>DLVR SCH _____ PERF COMPL _____  <u>REL CD</u>                      <u>QUANTITY</u>                      <u>DATE</u>                      001                                      1                                      SEE DD FORM 1423</p> <p><u>LIUD-MARKING AND VERIFICATION REPORT</u></p> <p>SERVICE REQUESTED: REFERENCE C.7.5, C.7.6, C.7.7</p> <p>Reference C.5.1.1.1, C.5.1.1.2, C.5.2.2.2, C.5.4.1.1, C.5.4.1.2, and C.5.4.1.3.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination                      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH _____ PERF COMPL _____  <u>REL CD</u>                      <u>QUANTITY</u>                      <u>DATE</u>                      001                                      1                                      SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____
A021	<p><u>WARRANTY PERFORMANCE REPORT</u></p> <p>SERVICE REQUESTED: C.8.2</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination                      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH _____ PERF COMPL _____  <u>REL CD</u>                      <u>QUANTITY</u>                      <u>DATE</u>                      001                                      1                                      SEE DD FORM 1423</p>	1	LO	\$ ** NSP **	\$ ** NSP **
A022	<p><u>SCIENTIFIC AND TECHNICAL REPORT-STORAGE CARE</u></p> <p>SERVICE REQUESTED: REFERENCE C.9.2</p> <p>Reference C.5.1.1.1, C.5.1.1.2, C.5.2.2.2, C.5.4.1.1, C.5.4.1.2, and C.5.4.1.3.</p> <p>(End of narrative C001)</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH      PERF COMPL  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u>                      001      1      SEE DD FORM 1423</p>				

DRAFT

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**Name of Offeror or Contractor:**

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	JUL/2014

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://jkodirect.jten.mil> Course# JS-UA007-14.

2	52.209-4022 (TACOM)	iWATCH TRAINING	JUL/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 15 calendar days of contract award and within 15 calendar days of new employees commencing performance, with the results reported to the COR no later than 30 calendar days after contract award. Training may be obtained at <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>.

(End of Clause)

3	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	MAY/2014
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The following Xd item applies to this solicitation:

1. There is no Technical Data Package (TDP) included with this solicitation.  
 2. The TDP for this solicitation resides within FedBizOpps ([://www.fbo.gov](http://www.fbo.gov)), associated with this solicitation number, and can be accessed via this URL:

N/A

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to [://www.dlis.dla.mil/jcp/](http://www.dlis.dla.mil/jcp/)

Click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

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e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.

[End of clause]

4 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR)  
(TACOM)

FEB/2013

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;
- (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]

**Name of Offeror or Contractor:**SECTION C SCOPE OF WORK  
SELF PROPELLED CONCRETE SAW (SPCS)

## C.1 Hardware Deliveries

C.1.1 COMMERCIAL ITEM DESCRIPTION. The contractor shall deliver Self Propelled Concrete Saws (SPCS), in accordance with (IAW) Attachment 0001, the Commercial Item Description (CID), No. A-A-59918 w/Amendment 1, dated 03 July 2014 SUPERSEDING A-A-59918A dated 18 October 2013.

C.1.2 Basic Issue Items (BII). The contractor shall over-pack in a physically secure location (boxed and strapped to the SPCS) a complete set of BII with each SPCS in a stowage box IAW C.1.2.1. BII are any items necessary to place and maintain the SPCS into operation, and to perform routine operator maintenance and services. BII shall include those select operator tools, operator publications, and safety equipment authorized for the SPCS (CID Sec 3.5 (Attachment 0001)). The Contractor shall provide a BII list to the Government IAW paragraph C.5.4.1.5 System Support Package Component List (SSPCL). The contractor shall mark each item in the set of BII with the nomenclature, part number and NSN; if an NSN is not assigned, nomenclature and part number will be sufficient.

C.1.2.1 BII Stowage Box. The contractor shall provide a BII stowage box which is watertight and capable of securing and storing all BII. The BII stowage box shall permit all BII components including saw blades and hoses to be fixed and secured within the BII stowage box to prevent damage during transport. The BII stowage box shall have forklift pockets conforming to ISO 1496-1, Annex C. The fully loaded BII stowage box shall be capable of being safely lifted and transported, without damage, using an Army forklift truck. All metals shall provide corrosion resistance. A seal shall be used to maintain watertight integrity within the box when the cover is secured with the latch. The latch shall be capable of keeping the cover closed tightly during all operating conditions, including rough terrain operation. The surfaces of the box shall be cleaned, pretreated, primed, and painted in accordance with CID Sec 3.4.6 through 3.4.6.3 (Attachment 0001). The BII stowage box color shall be the same as the SPCS, IAW FED-STD-595.

C.1.3 Initial Spare Parts Kit (ISP). The contractor shall provide an ISP for each SPCS which includes items likely to be replaced due to normal wear or unscheduled maintenance in the first 12 months of service. The contractor shall determine the parts included in the ISP based upon commercial market usage and experience and provide a list of the ISP to the Government at the Start of Work Meeting.

C.1.4 Initial Service Package (ISP). The contractor shall provide an ISP for each SPCS. The contractor shall over-pack (boxed and strapped to SPCS) a complete list of the components comprising the ISP and the components of the ISP with each SPCS. The ISP shall consist of all service parts required to meet warranty service intervals and perform the first scheduled maintenance. The contractor shall mark each item with the nomenclature, part number and NSN; if an NSN is not assigned nomenclature and part number will be sufficient.

C.1.5 Components of the End Item (COEI). The contractor shall provide the COEI for each SPCS. COEI are components which are part of the SPCS but must be removed from the SPCS and separately packaged for military transportation. The contractor shall provide all data related to COEI to the Government as part of the SSP IAW paragraph C.5.4.1.5 SSPCL.

C.1.6 System Support Package (SSP) The contractor shall deliver a SSP to the Government to support the logistic development unit and a SSPCL. The SSP shall consist of all Mandatory Replacement Parts (MRPs), special tools, Test Measurement and Diagnostic Equipment (TMDE), expendables, BII, COEI, and durables necessary to perform all maintenance procedures at a minimum of three times. In the event that the SSP is missing any items required to conduct maintenance procedures, then the contractor shall deliver the required part within 24 hours of notification and modify the SSPCL.

## C.2 Data

C.2.1 Data Requirements. The contractor shall deliver all data in English IAW the requirements established in Exhibit A, Contract Data Requirements List (CDRL) DD Form 1423.

C.2.2 Government Acceptance. The contractor shall validate all documentation prior to submittal to the Government. Government receipt of data deliverables does not constitute acceptance. Government acceptance of data deliverables hinges on the completeness, accuracy, compatibility of submitted documentation, and the applicable military standards and specifications.

## C.3 Meetings and Reviews

C.3.1 General: Meetings will be on mutually agreed upon dates unless otherwise specified within each sub-paragraph at either a contractor or a Government facility. Prior to meetings, the contractor shall develop and submit an agenda to the Government for review and acceptance IAW CDRL A001 Conference Agenda/Meeting Agenda. The contractor shall prepare minutes of each meeting and review IAW CDRL A002 Conference Minutes/Meeting Minutes. The contractor shall participate in the following meetings:

C.3.1.1 Start of Work (SOW) Meeting. Within 20 business days of contract award, the Government will host a Start of Work (SOW) meeting at the Detroit Arsenal in Warren, Michigan. The SOW meeting may last up to two business days. The SOW meeting will focus on the review

**Name of Offeror or Contractor:**

and planning of the following:

- a) Contract terms and conditions
- b) Data requirements
- c) Requirement specifications
- d) Test requirements and schedules
- e) Program Schedule to include all Engineering and Integrated Logistics Support (ILS) program events and data deliverables.
- f) Logistics products and data development guidance
- g) Storage, Exercise, Care and Maintenance Plan IAW C.10
- h) IUID Implementation Plan IAW C.7.2

C.3.1.2 Pre-Test Meeting. A Pre-Test Meeting shall take place at Aberdeen Proving Ground, MD within 20 business days after delivery of First Article Test (FAT) unit. The meeting shall last one business day and be used to review testing, contractor support of testing, and operator training to support the testing.

C.3.1.3 Program Status Review (PSR). Program Status Reviews (PSRs) shall be held quarterly, at the contractors facility, beginning 60 business days after the Start of Work meeting until completion of all data deliverables. The meetings shall encompass the contractors production status, data deliverable status, and progress on all logistics requirements. Logistics discussions during the PSR will be under the purview of the Supportability Integrated Product Team (SIPT). The SIPT will address all supportability issues. The SIPT is a working level IPT established IAW AR 700-127 and is responsible for all planning and execution of the ILS program. The contractor shall make available adequate space, facilities, and personnel for Government scheduled PSRs.

C.3.1.4 In-Process Review (IPR). In-Process Reviews (IPR) will be held IAW the Government approved Attachment 0011 (ILS Schedule), at a Government location in Warren, Michigan, the meetings will encompass the progress on all logistics requirements. The IPR SIPT) will address all supportability issues concerning Publications, Maintenance, and Training.

C.3.1.4.1 Publications In-Process Review (IPR). During preparation of equipment publications IPRs will be held to clarify issues and concerns related to data received to support Government In-House publications development. The contractor shall make available information to address issues and concerns in the agenda provided to the contractor ten business days prior to the IPR. IPRs are not a part of the Technical Manual (TM) Verification and shall not be used in place of the Verification. The Government will notify the contractor 15 business days prior to each IPR.

C.3.1.4.2 Maintenance Analysis and Provisioning In-Process Review (IPR). During preparation of Maintenance Analysis (MA) and Level of Repair Analysis requirements MA and Provisioning IPRs will be held to clarify issues and concerns related to data received to support Government In-House MA and Provisioning development. The contractor shall make available information to address issues and concerns in the agenda provided to the contractor ten business days prior to the IPR by the Government. The Government will notify the contractor 15 business days prior to each IPR.

C.3.1.4.3 Training In-Progress Review (IPR). During preparation of training material IPRs will be held to clarify issues and concerns related to data received to support Government In-House Training Support Package (TSP) development. The contractor shall make available information to address issues and concerns in the agenda provided to the contractor ten business days prior to the IPR. IPRs are not a part of the TSP Verification and shall not be used in place of the Verification. The Government will notify the contractor 15 business days prior to each IPR.

#### C.4 System Engineering

C.4.1 General. The contractor shall establish and maintain a systems engineering program to manage and control the contractors design and technical processes to ensure the SPCS delivered to the Government fully satisfies the technical requirements of the CID (Attachment 0001).

#### C.4.2 System Safety

C.4.2.1 Safety Assessment Report (SAR). The contractor shall prepare a SAR in accordance with CDRL A003-Safety Assessment Report and Attachment 0002 (Safety Assessment Report).

#### C.4.3 Environmental Management

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C.4.3.1 Hazardous Materials. The contractor shall limit the use of any hazardous materials in accordance with the CID (Attachment 0001).

C.4.3.2 Hazardous Materials Management Program (HMMP) Report. The contractor shall prepare a HMMP Report that identifies all hazardous materials delivered on the system or required for operation and sustainment, specifying the part(s) containing the hazardous material. The HMMP report shall identify all hazardous materials used in final system manufacture and assembly, specifying the process(es) utilizing the hazardous material. The HMMP report shall identify hazardous wastes created as a result of operation and sustainment of the system. This report shall be prepared in accordance with CDRL A004-HMMP Report.

C.4.4 Transportability. The contractor shall use the interface design criteria in MIL-STD-209, as applicable, to meet the specific SPCS transportability performance requirements of the CID (Attachment 0001). The contractor shall prepare a Transportability Report in accordance with CDRL A005-Transportability Report.

C.4.5 First Article Test (FAT)

C.4.5.1 Testing. FAT shall consist of Government testing IAW the CID (Attachment 0001). The Government may leverage contractor testing where applicable. The SPCSs cutting capabilities shall be demonstrated at the contractors facility. The contractor shall provide the Government 20 business days advance notice of the cutting demonstration and shall provide Government personnel access to the facility and demonstration. The contractor shall ship all test units at no additional cost to the Government. FAT is subject to Contracting Officer approval, IAW FAR 52.209-4.

C.4.5.2 Contractor Support During Government FAT. The contractor shall furnish commercial Operators and Service manuals with each SPCS delivered for testing. The contractor shall inspect and service each test SPCS prior to shipment to ensure hardware is ready to operate upon receipt at the Government test location, Aberdeen Proving Ground, MD. For shipping instructions, see Section F, Deliveries or Performance.

C.4.5.2.1 The contractor shall make available a Testing System Support Package (TSSP) for use during FAT. The TSSP shall support the system and shall include:

C.4.5.2.1.1 Commercial operator manual(s).

C.4.5.2.1.2 Spare and repair parts, and service items needed to perform periodic services for the duration of the test, and supplies for maintenance and operation.

C.4.5.2.1.3 Qualified technical personnel to support Government testing to provide advice, troubleshooting, maintenance assistance, and repair of the SPCS when requested by the Government. The contractor must be at the test site within 24 hours of notification by the Government.

C.4.5.2.1.4 Training of Government test personnel for FAT. The contractor shall provide up to 40 hours of training to support Government FAT at Aberdeen Proving Ground. Training shall take place within ten business days of the arrival of the FAT SPCS at Aberdeen Proving Ground, a specific time frame will be determined during the Pre Test Meeting (C.3.1.2.) Training shall include setup and teardown, proper operating procedures, equipment and instrument familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary materials and equipment required to support testing of the SPCS. A commercial operators manual(s) and training materials shall also be provided to supplement training.

C.4.5.2.1.5 The contractor shall replace any part which fails to perform its function during the test, and correct any deficiencies detected. The contractor shall provide parts and deficiency corrections within 24 hours of notification. If the contractor does not provide parts or deficiency correction within 24 hours, the Contracting Officer has the right to stop the test until the contractor completes the corrective action.

C.4.5.3 Failure, Analysis, and Corrective Action Report System (FACARS). The contractor shall implement a closed-loop failure reporting system for FAT. The contractor shall prepare and submit a Failure Analysis and Corrective Action Report (FACAR) IAW with CDRL A006-Failure Analysis And Corrective Action Report in response to each Government prepared Test Incident Report (TIR) prepared during FAT. TIRs will be documented and sent to the contractor electronically. Each FACAR shall consist of a comprehensive analysis of the test incident, the mode of failure, and root cause of failure, and document the corrective action proposed or taken to prevent recurrence of the incident. All approved corrective actions shall be documented and incorporated into the contractors production procedures, as applicable. For the purpose of FACAR each failure or malfunction will receive an incident classification as defined below:

Critical: A failure which will result in mission loss.

Major: A failure which would degrade performance or cause reduction in availability.

Minor: A failure which would cause a reduction in availability but would not result in degraded performance.

Informational: A malfunction which does not fit into any of the above categories but which may require a small repair or adjustment to return the system into service.

C.4.5.4 SPCS Refurbishment. Upon Government release of FAT units, the contractor shall transport the units to the contractors facility,

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at the contractors expense. The contractor shall thoroughly inspect the FAT SPCSs and restore the FAT SPCSs to like new condition, including replacement of all BII used during FAT. Refurbished SPCSs must meet production standards in accordance with the CID.

C.4.6 SPCS Configuration Control. The contractor shall be responsible for maintaining configuration control of the SPCS delivered under this contract. The contractor shall establish a product configuration control for the SPCS. This control shall identify, and formally document, the functional and physical characteristics of the SPCS. The documentation shall be made available for Government review upon request. The contractor shall maintain the Bill of Material (BOM) and configuration throughout the life of this contract. The contractor shall notify and receive approval from the Government prior to implementing any configuration changes. Upon Government approval of configuration changes the contractor shall deliver, in electronic format, all approved changes to the SPCS configuration and BOM. The contractor shall deliver all applicable updated drawings and graphic files IAW CDRL A007-Product Drawings/Models and Associated Lists-Graphic Files and Computer-Aided-Design (CAD) Models. Configuration baseline will be established after Government approval of FAT.

C.4.6.1 Contractor Initiated Changes. The contractor shall submit a notification of change for any configuration change. The contractor shall identify whether the change impacts form, fit or function or not. The contractor shall submit requests for approval of changes to the configuration baseline to the Contracting Officer at least 40 business days before the proposed application date in a Configuration Change Report IAW CDRL A008-Engineering Change Proposal (ECP). The contractor shall submit the report with two sections, one for form/fit/function changes and one for non-form/fit/function changes. The request for change shall include the following:

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

C.4.6.1.1 Government Review. The Government may require the contractor to perform additional tests to verify acceptability of any proposed change. The Government will determine the extent of testing up to and including a complete FAT. The contractor will perform any additional tests resulting from the proposed change. Further, any production or delivery delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in delivery schedule.

C.4.6.1.2 Responsibility for Failure Due to Changes. The Government's approval of the contractor's change does not relieve the contractor from its responsibility to furnish all items IAW the contract performance requirements.

C.4.6.1.3 Responsibility for the Cost of Changes. The responsibility for the cost of changes is as follows:

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

C.4.6.1.4 Responsibility for Data. Upon Government approval of ECPs all affected contract deliverables shall be updated within 20 business days.

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C.4.6.2 Government Initiated Changes. In the event the Government desires a change to the end item configuration, the PCO will request, in writing, a technical and price proposal from the contractor. Once the ECP is incorporated by the Government, the contractor shall submit a Configuration Change Report IAW CDRL A009 Configuration Status Accounting Information-Configuration Change Report documenting the change to the product baseline configuration.

C.4.6.2.1 Responsibility for Data. Within 20 business days of a Government initiated ECP approval, the contractor shall submit revisions to all affected contractual data deliverables, whether they affect form, fit, or function or not.

C.4.6.3 Definitions. The following are definitions of Form, Fit, and Function:

Form: the shape, size, dimension, mass, weight and other parameters which uniquely characterize an item. Fits and functions in the same way as the item it replaces (interchangeable, substitutable) and may include components that are of different materials than the replaced components, but do not affect fit or function (interchangeable, substitutable). Replacement, repair, service or maintenance of the item is exactly the same as the item it replaces.

Fit: the ability of an item to physically interface or interconnect with or become an integral part of another item. Item goes onto, into or attached, to the equipment exactly as the item it replaces. No difference in mounting, interface or operation between replaced and replacing parts. There is an exact fit match.

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

C.4.6.4 Configuration Change Report. The contractor shall maintain a record of configuration changes and shall submit a report summarizing all changes (whether or not change affects form, fit or function) made to date in accordance with CDRL A009.

**C.5 Logistics/Supportability**

C.5.1 Integrated Logistics Support (ILS). The ILS program described in the following paragraphs sets forth required contractor work efforts to assist the Government in the development of logistical data products for the SPCS program.

C.5.1.1 Operation, Maintenance, Installation, and Training (OMIT) Data Rights. The contractor shall be required to deliver OMIT data to the Government for development and distribution of SPCS Technical Manuals (TMs) and Logistics products. OMIT Data provided under this contract shall be delivered to the Government with technical data rights IAW DFARS 227.7102-2, 227.7102-4 and those rights applicable per all relevant DFARS clauses included in this contract. The Government will maintain its right to review, verify, challenge and validate asserted restrictions IAW DFARS 227.7103-13. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted OMIT data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable OMIT data of the appropriate scope IAW DFARS 252.227-7015.

C.5.1.1.1 The OMIT Data shall contain the following and provided IAW CDRL A014:

- a) General system or equipment description.
- b) System or equipment identification, including:
  - i. Name of manufacturer.
  - ii. Model number.
  - iii. Serial number of each component.
- c) Printed operation and maintenance instructions.
- d) Operating characteristics, limiting conditions and performance curves, including:
  - i. Startup procedures.
  - ii. Equipment or system break-in.
  - iii. Routine and normal operating instructions.
  - iv. Regulation and control procedures.
  - v. Instructions on stopping.
  - vi. Shutdown and emergency instructions.
  - vii. Summer and winter operating instructions, winterization procedures.
  - viii. Required sequences for electric or electronic systems, if applicable.
  - ix. Special operating instructions.
- e) Emergency instructions.
- f) Wiring diagrams.
- g) Inspection and test procedures.
- h) Maintenance procedures and schedules.
- i) Assembly drawings and diagrams required for maintenance.
- j) Precautions against improper use and maintenance.
- k) Copies of applicable warranties expressed or implied.

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- l) Repair instructions including spare parts listing.
- m) Sources of required maintenance materials and associated services.
- n) Complete nomenclature and number of replacement parts.
- o) List and quantities of all recommended spare parts to be stocked.

C.5.1.1.2 System Data. The Contractor shall provide System design factors, all applicable shop drawings and product data including Engineering data and test results, to the Government IAW CDRL A014. Government rights in this data shall be IAW DFARS 252.227-7013 and DFARS 252.227-7015.

**C.5.2. Technical Support**

C.5.2.1 Integrated Logistics Technical Support Representative. The contractor shall provide a Technical Representative to support all areas of Integrated Logistics Development. The Contractor shall make available a representative to answer questions, clarify or interpret all data from deliverables, reviews, and meetings. This effort will consist of telephonic, email correspondence, and attendance at key logistics events, to support development of the Government SSP. All key logistics events shall take place IAW attachment 0011 ILS Schedule at the Detroit Arsenal in Warren, MI.

C.5.2.1.1 Engineering Bill of Material (BOM) Review(s). The contractor shall support Government Engineering Bill of Material (BOM) review(s). The Government will provide advance copies of all data to be reviewed 15 business day prior to any scheduled Engineering BOM reviews IAW attachment 0011 ILS Schedule. Engineering BOM Review(s) will be hosted at a Government facility and may last up to two business days. Engineering BOM Review(s) will focus on covering any final configuration changes found in paragraph C.4.5.2 and/or resolve open inquiries regarding BOM data deficiencies identified in Attachment 0004 (Engineering Bill of Material) and CDRL A010-Logistics Product Data-Engineering Bill of Material (EBOM).

**C.5.2.2 Key Logistics Events.**

C.5.2.2.1 Technical Manual (TM) Validation. The Government will conduct a TM Validation of the Preliminary Technical Manual (PTM) developed for the SPCS Operator Manual, Field Maintenance Manual, Field Maintenance Repair Parts and Special Tools List, Lubrication Order. The Government will provide a Validation Plan that will specify what TM content will be validated and when and where that content is to be validated. The validation plan will describe the validation method(s) used for each type of TM content. The Validation effort shall be held at the Governments facility. The contractor shall make a Subject Matter Expert available for the TM Validation.

C.5.2.2.2 Logistics Demonstration (LD). The Government will conduct a Logistics Demonstration, to ensure the adequacy of the maintenance concept, the supportability of the system, and associated logistics supportability IAW AR 700-127. During the LD Target Audience Soldiers (TAS) will perform Preventive Maintenance Checks and Services (PMCS) and selected critical tasks selected by the SIPT (C.3.1.3). The government will develop a LD Critical Task List (CTL) with the data provided by the Contractor in CDRLs A010, A011, A012, A013, A014, A015, and A018. The contractor shall make available a Subject Matter Expert to answer questions, clarify or interpret all data from deliverables, reviews, and meetings in the development of:

- a) Fault Symptom
- b) Fault
- c) Method of Fault Insertion
- d) Equipment Conditions for Troubleshooting
- e) Reference Work Packages
- f) Equipment Conditions for Corrective Action
- g) Estimated time to complete task series

C.5.2.2.3 Technical Manual (TM) Verification. The Government will conduct a Verification of the PTM developed for the SPCS Operator Manual, Field Maintenance Manual, Field Maintenance Repair Parts and Special Tools List, Lubrication Order. The TM Verification will test the usability and accuracy of the validated PTMs for the target mechanics, including tool requirements, facilities and time estimates in the Maintenance Allocation Chart (MAC). The Government will verify the accessibility of the system for operation and maintenance procedures. The Verification will be performed using production configuration equipment at the Governments Facility. The contractor shall make a Subject Matter Expert available for the TM Verification.

C.5.2.2.4 Training Support Package (TSP) Verification. The Government will conduct TSP Verification of the developed Training Course Outlines, Instructor and Student Guides, and Media Package. The TSP Verification will test the usability and accuracy of the developed TSP for the target operators and maintainers, including new tools usage, procedures, and differences from any legacy equipment currently in the Army inventory. The Verification will be performed using production configuration equipment at the Governments Facility. The contractor shall make a SME available for the TSP Verification.

**C.5.3 Maintenance Analysis and Provisioning**

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C.5.3.1. Engineering Bill of Material (BOM). The contractor shall provide a comprehensive list of the complete breakdown of the SPCS including all components, assemblies, subassemblies, and piece parts. This list shall be known as the BOM and must be in Top Down Breakdown (TDB) sequence containing BOM data identified in Attachment 0004 (Engineering Bill of Material). Any kits that are associated with this system shall also be identified to the Government. All components, assemblies, subassemblies, and piece parts shall be identified as to whether they are procurable or if the Next Higher Assembly (NHA) must be procured. BOM data shall be prepared and submitted in accordance with Attachment 0004 (Engineering Bill of Material) and CDRL A010.

C.5.3.1.1 Cross Reference Data. The contractor shall deliver all configuration records to cross-reference any re-identified or re-marked part number and CAGE code to its original, true manufacturer part number. Unless modified in such a way that the parts original configuration has been altered or repurposed. Cross Reference Data shall be provided in accordance with CDRL A011 Logistics Product Data-Cross Reference Data.

C.5.3.3 Engineering Data for Provisioning (EDFP) and Engineering Drawings. The contractor shall provide EDFP and Level 1 Engineering Drawings for the SPCS including all components, assemblies, subassemblies, and piece parts IAW MIL-STD-31000A and Engineering Bill of Material (BOM) paragraph C.5.3.1. Illustrations and drawings shall be precise enough to clearly identify each item and shall be clearly marked with envelope dimensions, material content, physical characteristics, Item Name, Part Number, and CAGE Code. The drawing package shall include any specialty items such as Special Tools, Bulk Material, Test Measurement and Diagnostic Equipment (TMDE) and expendable and durable items. EDFP and Engineering Drawings shall be delivered in accordance with CDRL A012-Logistics Product Data-Engineering Data for Provisioning (EDFP) and Engineering Drawings.

C.5.3.4 Maintenance Analysis (MA) Data. The contractor shall provide the data identified in Attachment 0003 (Provisioning and Maintenance Data) and Attachment 0005 (Maintenance Analysis (MA)) Data for all components, assemblies, sub-assemblies and piece parts: Mean Time Between Failure (MTBF), Mean Time To Repair (MTTR), Task Frequency and all other applicable data required to develop an analysis of the operational, maintenance and support function of the SPCS in the identification of required operator and maintenance tasks. The Maintenance Analysis (MA) Data shall be prepared and delivered in accordance with Attachment 0005 (Maintenance Analysis (MA)) Data and CDRL A013-Logistic Product Data-Maintenance Analysis (MA) Data.

C.5.4 Government Developed Technical Manual Production Requirements

C.5.4.1 Source Data

C.5.4.1.1 Commercial Manuals. The contractor shall deliver all Commercial-Off-the-Shelf (COTS) operation, maintenance, troubleshooting, repair parts and provisioning information, including warranty data, and any other associated manuals in electronic editable format with all fonts embedded and Unicode mapped IAW CDRL A014-Technical Manual Research and Analysis Source Data-Tech Manual Source Data. Acceptable delivery formats include Portable Document Format (PDF), Microsoft word file (DOC), and any other fixed-layout flat document that includes text, fonts, graphics, and other information needed for display; acceptability of fixed-layout flat documents must be free of any editing and security restrictions and is subject to Government software compatibility. The contractor shall deliver all source material, defined as operating plans, standard procedures, drawings, schematics, computer programs, and residual material to include computer disks, and other media containing digital files developed to fulfill the requirements of this contract.

C.5.4.1.2 Troubleshooting/Fault Source Data. The contractor shall provide fault isolation and corrective action down to the individual component level for the SPCS IAW CDRL A014, so that the equipment fault can be identified and repaired. The contractor shall provide, when applicable, a logic fault tree, error and fault codes, and step by step diagnostic instructions for the SPCS.

C.5.4.1.3 Safety and Hazards. The contractor shall identify all safety issues and hazards associated with the system and provide detailed summary of such evaluation IAW CDRL A014. The summary must include all health hazards, equipment safety features, environmental hazards, inherent equipment hazards, precautions, and classification, severity, and probability of each hazard.

C.5.4.1.4 Graphic Files. The contractor shall deliver all source graphic art files that are present in contractor deliverables and used as reference for contractor deliverables IAW CDRL A007. The master art files must be fully editable and be IAW requirements specified in Attachment 0006-Graphic Files and CAD Models.

C.5.4.1.4.1 Computer-Aided-Design (CAD) Models. The contractor shall provide Computer-Aided-Design (CAD) models IAW CDRL A007 and Attachment 0006.

C.5.4.1.5 System Support Package Component List (SSPCL). The contractor shall deliver a SSPCL to the Government IAW CDRL A015-Reliability-Centered Maintenance Analysis Data-System Support Package Component List (SSPCL). The SSPCL shall be reflective of all hardware delivered IAW C.1.6 System Support Package (SSP).

C.5.5 Packaging

C.5.5.1 Packaging Data. The contractor shall develop LMI-packaging data for spare and repair parts with Source Maintenance and Recoverability (SMR) code of P excluding PR and PZ. The list of parts will be furnished by the Government during Government provisioning activities. The contractor shall develop packaging data for the listed items in accordance with MILSTD-2073-1D, Attachment

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0007(LMI Data Worksheet: Packaging Data Requirements), and Attachment 0008(LMI Data Worksheet: Packaging Data Transaction Format), and CDRL A016-Logistics Product Data-Packaging Data Products. All items shall be classified as Selective group or Special group. LMI-packaging data is required in accordance with GEIA-STD-0007 and will provide for the entry of information to the Government computer data base. The LMI-packaging data shall be in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required. The contractor shall provide new or corrected LMI-packaging data for any revision created by a Configuration change. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development at no addition cost to the Government. With each data submission, the contractor shall include verification support data for each of the LMI-packaging data items, which shall provide the Government a reasonable means to determine the adequacy of the contractor prepared packaging analysis and data submittal. This shall include item drawings and copies of applicable Material Safety Data Sheets for Hazardous Material items. Any HAZMAT items shall be considered Special Group Items and have packaging designed to meet the requirement of the HAZMAT regulations. Excluded items are those items with packaging data already in the TACOM Packaging File "PACQ", FEDLOG, FLIS, and those assigned a contractor and Government Entity Code (CAGE) of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81348, 81349, 81352, and 88044.

C.5.5.2 Selective Group. Items classified as selective group shall not have a unit pack weight exceeding 40 pounds or a dimension greater than 40 inches. In addition, the unit pack length and girth combined shall not exceed 84 inches. A selective group item shall not require disassembly for packaging and reconfiguration is limited to folding or coiling. Items classified as repairable, recoverable, containing hazardous material or assigned a shelf life shall not be considered selective group.

C.5.5.2.1 Selective (coded) Packaging Data. The contractor shall develop Selective Packaging Data for each item classified as selective group. The data shall be developed, maintained and updated in accordance with CDRL A016. At the contractors request, the Government will provide a MS ACCESS application to the contractor that provides data formatting and edit features for coding of packaging data products in accordance with MIL-STD-2073-1D.

C.5.5.3 Special Group. The contractor shall classify items as special group if drawings, figures, or extensive narrative instructions are needed to describe packaging requirements. Items excluded from the selective group shall be classified as special group. This will include kits, sets and items of separate parts, items requiring disassembly, repairable items, items requiring special handling or condemnation procedures, items containing hazardous material, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items.

C.5.5.3.1 Special Packaging Instructions (SPI): The contractor shall develop a SPI for each item classified as Special Group; all blades shall be considered Special Group Items. The format and content of SPI shall be in accordance with LMI Packaging Data Development and CDRL A017-Special Packaging Instructions (SPI). When determining which type of container to use, reference MIL-STD-2073-1D Appendix C. The SPI for the engine shall include preservation procedures and validation with coordination from TACOM-LCMC packaging office in Warren, MI. Attachment 0009 ATPD 2232, Engines: Preparation For Shipment And Storage Of, can be used as a guide, and is found at the following URL: <https://www.tacom.army.mil/ilsc/tdps/phst/SPI/05/67/34.pdf>. Packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for reproduction. The SPI shall be delivered in accordance with CDRL A017.

C. 5.5.3.1.1 Validation Testing of Preservation Processing and Packaging. Validation testing of SPI candidates shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact), but exclude the following tests: Low Pressure Hazard, Environmental Hazard, Warehouse or SPCS Stacking and SPCS Vibration. Each SPI submitted shall have a Packaging Validation Test Report, including photographs illustrating the before and after testing results including the item and packaging application. Acceptable photographic evidence shall show the product is undamaged from all views. Items with previously approved documented test results may be exempt from validation testing. The Packaging Validation Test results, as well as engine preservation validation, shall be submitted concurrently with SPI submittal and in accordance with CDRL A017.

**C.6 TRAINING**

C.6.1 Training Support Package (TSP) Development. The Contractor shall deliver a Training Support Package (TSP) Data List and TSP Data IAW CDRL A018-Training Materials. TSP Data shall consist of: contractor handbooks, contractor in-house training material, pamphlets, training literature, utility manuals, software manuals, operation manuals, maintenance manuals, logic diagrams, schematics, flow block diagrams, equipment description and functional data, testing procedures, visual aids, and other documents suitable for use in development of training programs. TSP Data shall cover complete vehicle operations to include: operator safety, general safety, Preventive Maintenance Checks and Services (PMCS), loading and unloading for transport, complete tie down for shipment, proper use of on-board tools and equipment, troubleshooting, and diagnosis. Visual aids may consist of videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, cutaways of components, and interactive media.

**C.7 ITEM UNIQUE IDENTIFICATION (IUID)**

C.7.1 IUID Markings. Each SPCS and its shipping container shall be marked with Item Unique Identification UID markings IAW DFARS 252.211-7003.

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C.7.2 IUID Implementation Plan. For those components specifically called out in the DFARS clause 252.211-7003, the contractor shall identify all items that may require an IUID and submit an implementation plan IAW CDRL A019-Scientific and Technical Reports-IUID Implementation Plan for Government review/concurrence. A draft list of components to be marked shall be presented at the Start of Work Meeting.

C.7.3 IUID Construct and Method. The contractor shall create the IUID and marking method IAW MIL-STD-130N w/ch1. The contractor shall use IUID Construct #2. The UID marking shall include the Unique Item Identifier (UII) on the IUID plate or label, or on the item identification plate, or directly on the item in 2D Data Matrix barcode symbology. The end item UID marking shall be embedded on the system data plate. A 2D Data Matrix, ECC 200 compliant bar code (ISO/IEC 16022) shall be used to carry the IUID data elements. The machine readable information (MRI) shall contain discrete elements including:

- a) Unique Item Identifier (UII) (Construct 2)
- b) Issuing Agency Code
- c) Enterprise Identifier
- d) Original Part Number
- e) Serial Number

C.7.3.1 Identification/Data Plate for End Items. The contractor shall use MIL-STD-130N w/ch1, as a guide when developing the System data plate. The end item UID marking shall be embedded on the system data plate. The End Item 2D matrix shall contain human and machine-readable markings and shall be no less than 1 cm wide and no less than 40% contrast. The minimum data plate information for the Parent End Item is listed below:

- a) Nomenclature
- b) National Stock Number (NSN)
- c) Design Activity: (MFR ID Cage Code)
- d) Government Ownership Designation: US Government Property
- e) Contract Number
- f) 2-dimensional IUID data matrix
- g) Unique Item Identifier (UII)

C.7.3.2 Data Plates for Subassemblies, Components, or Other Parts. All spare parts, secondary repairables, and consumables candidates described in DFARS clause 252.211-7003 shall also be marked with the IUID prior to delivery to the Government. The contractor shall use MIL-STD-130 w/ch1, figure 9 as a guide when developing the IUID marking for subassembly, component or parts. The Child End Item 2D matrix mark shall contain human and machine-readable markings when possible and shall have a minimum cell size of 10 or 15 mils and no less than 40% contrast. If the item has a data plate, the IUD marking shall be embedded on the data plate.

C.7.4 IUID Location and Marking. The locations and marking methods selected should bear no impact on the performance of the part and minimal configuration change(s) to the part. All 2D data matrix shall be permanently affixed and have the ability to withstand and perform within the same environmental conditions as the SYSTEM. The contractor shall perform engineering analysis to determine the appropriate method for marking each item that requires IUID. The contractor shall ensure that the IUID marking location will be optimized for ease of scanning, and shall avoid applying IUID markings on curved or rounded surfaces. The IUID (including 2D Matrix) should be incorporated onto the existing data plate when possible. The end item UID marking shall always be embedded on the system data plate. If a child 2D matrix cannot be incorporated onto the data plate, a 2D matrix sticker can be applied onto the main data plate provided it can be done without covering any critical data. When the 2D Data Matrix is placed directly onto the data plate, human readable characters such as the Part Number, Serial Number and CAGE, are not required. If the above cannot be accomplished, a separate data plate can be attached which contains the 2D Matrix plus the human readable characters for the Part Number, Serial Number and CAGE. This added data plate should be attached in close proximity to the main data plate. The contractor shall document the location and marking method on the engineering technical documentation (e.g. drawings).

C.7.5 IUID Registration. The prime contractor has the responsibility to furnish IUID data to the IUID registry. The contractor shall register and validate all IUIDs with the DoD IUID Registry and shall ensure all item parent/child relationships are accurately recorded in the IUID Registry IAW CDRL A020 Unique Identification (IUID) Marking and Verification Report. Additional information regarding data submission as well as the actual marking can be found at <http://www.acq.osd.mil/dpap/UID/> and (CDRL A020).

C.7.6 IUID Data Records. The contractor shall maintain an accurate, current list of UIIs for all items procured under this contract.

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This list shall be supplied to the Government upon request. The list shall include UII, P/N, Serial Number, CAGE, Parent UII (if applicable), construct used, IUID location, type of marking, and registration method used. The list shall be prepared IAW CDRL A020.

C.7.7 Item Unique Identification (IUID). The contractor shall update the IUID Implementation plan and deliver an updated IUID Implementation Plan that includes the IUID marking of all SYSTEM unique components in accordance with MIL-STD-130N w/ch1, and the latest guidance found on the Defense Procurement and Acquisition Policy IUID website <http://www.acq.osd.mil/dpap/pdi/uid/index.html>. The contractor shall develop and assign IUID constructs for components and assemblies in accordance with MIL-STD-130N w/ch1 or current revision. IUID shall be applied to items in accordance with MIL-STD-130N w/ch1 or current revision. The contractor shall upload IUID records into the DoD registry (CDRL A020). A pre-production sample IUID tag will be provided by the PM.

C.7.8. Hardware Changes in IUID. For any hardware change as a result of an ECP, the contractor shall recommend and the Government shall concur on the determination of tag locations. As changes are made to the System, the contractor shall use the above information in deciding if changes need to be made or revised to insure IUID tag marking.

C.7.9. IUID Quality Assurance. The contractor shall provide evidence of validation and verification of a predetermined representative sample of the data matrix marks on each NSN bearing IUID. The contractor shall ensure that any IUID marks are formatted correctly, and are not duplicates of existing IUID marks using the Quick compliance Checker [http://qcts.org/IUID\\_Compliance\\_Checker/](http://qcts.org/IUID_Compliance_Checker/).

**C.8 WARRANTY**

C.8.1 Commercial Warranty Requirement. The contractor shall over-pack any commercial warranty, with all applicable pass through warranties, inside each SPCS delivered to the Government.

C.8.2 Warranty Activation/Report. Activating the warranty includes stamping the effective date (Required Delivery Date (RDD) as identified in the Delivery Order) on the system warranty data plates. The contractor shall prepare a report which contains the warranty implementation date by system type, system serial number, shipping destination, and Department of Defense Activity Address Code (DODAAC) IAW CDRL A021-Technical Report-Study/Services-Warranty Performance Report.

**C.9 STORAGE, EXERCISE, CARE AND MAINTENANCE OF SPCSs**

C.9.1 SPCS Care and Storage. In the event that the Government does not elect to ship SPCSs the Government will be responsible for the cost of the care and storage of the SPCSs. SPCS care and Storage shall start 40 business days after the Governments unconditional acceptance. The contractor shall document and correct all deficiencies detected during the post-storage examination at its own expense prior to shipment.

C.9.2 The contractor shall maintain the SPCS in accordance with the appropriate commercial practices to prevent deterioration of the SPCS and all components. The contractor shall submit the procedures for storage, exercise, care and maintenance IAW CDRL A022-Scientific and Technical Report-Storage, Exercise, Care, and Maintenance Plan and maintain a log for all SPCSs placed in storage. The log shall include the SPCS serial number, the date it was placed in storage, the date(s) maintenance and exercise are performed, deficiencies detected during the post-storage examination, and the date the SPCS is removed from storage. The contractor shall make the log available to the Government upon request.

C.9.3 SPCS Storage examination. The Government may perform a visual examination of the SPCSs in storage for deterioration, damaged parts, and evidence of mechanical problems. The contractor shall correct all deficiencies identified in this examination at its own expense.

C.9.4 SPCS Removal From Storage. The contractor shall remove the SPCSs from storage and ship them in the same chronological order they were placed in storage (i.e., first in, first out).

C.9.5 SPCS Storage Due to Failures. In the event the contractor must store SPCSs because of failures of meeting contract requirements, or for any other reason that is not the Government's fault, the cost of care and storage shall be borne by the contractor until the root cause of the failure is reviewed and approved by the Government.

C.9.6 SPCS Ship-In-Place. The contractor shall prepare a DD Form 250 to ship-in-place at completion of the line item. The contractor shall prepare a DD Form 1149 at completion of the applicable Delivery Orders in order to release for shipment.

C.9.7 Notification of Exceeding Storage Costs. The contractor shall be responsible for notifying the Program Management Office with copies to the cognizant Government Quality Assurance Representative, Government Property Administrator, Contracting Officer and Contract Specialist ten business days prior to exceeding the storage costs obligated under the Delivery Order. The contractor shall be responsible for any portion of the storage costs due to contractor caused delay and any costs resulting from storage due to failures IAW C.9.5.

**Name of Offeror or Contractor:**

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

DRAFT

**Name of Offeror or Contractor:**

## PACKAGING AND MARKING

## SECTION D: PACKAGING AND MARKING

## D.1. Preservation and Packaging

D.1.1 The Self Propelled Concrete Saw (SPCS) including any attachments, special purpose kits, BII (C.1.2), and Initial Service Package (ISP) (C.1.4) shall be processed to the level of protection IAW ASTM D3951.

D.1.2 Contractor shall preserve and package all spare and repairable items IAW the approved packaging data as generated by the Contractor and approved by the Government.

D.1.3 System Support Packages (SSP) (C.1.6) and elements scheduled for shipment shall be preserved and packaged by the contractor to provide physical and mechanical protection, provide for multiple handlings, shipment by any mode, the ability to be, placed into storage for a period of one year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging. Item(s) shall be free of dirt and other contaminants. Coatings and preservatives applied to an item are not considered contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, water proof and/or water vapor proof barriers. Components requiring protection from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.

D.1.4 All software, technical data, reports, and contractual documentation delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival at destination without damage to contents.

D.1.5. Each item must comply with the regulations of the dedicated freight carrier used and shall provide safe delivery to destination at the lowest possible tariff cost. Any wood material used in the fabrication of contractors generated ISP design must comply with the requirement outlined in the Heat Treated Wood clause FAR 52.247-4016

D.1.6 For each hazardous material item shipped under this contract, a copy of the Material Safety Data Sheet (MSDS) shall be placed into a sealed pouch and attached to the outside surface area of the Unit Container and Intermediate Container containing the prescribed hazardous material item. The contractor shall comply with the applicable codes and standards listed here: (1) Code of Federal Regulation Titles 29, 40 and 49, (2) International Maritime Dangerous Goods Code, for vessel transport, and (3) Air Force Manual (AFMAN 24-204), Preparing Hazardous Materials for Military Air Shipments.

## D.2 Marking

D.2.1 The Army SPCS shipped through the military distribution system or by commercial carriers shall be marked and labeled in accordance with MIL-STD-129P w/change 4.

D.2.2 All software, technical data, reports and contractual documentation shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

\*\*\* END OF NARRATIVE D0001 \*\*\*

**CONTINUATION SHEET**

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**Name of Offeror or Contractor:**

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
2	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005

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

INSPECTION POINT:

(Name) (CAGE)

(Address) (City) (State) Zip)

ACCEPTANCE POINT:

(Name) (CAGE)

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

[End of Clause]

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**Name of Offeror or Contractor:**

## DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-29	F.O.B. ORIGIN	FEB/2006
4	52.247-34	F.O.B. DESTINATION	NOV/1991
5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
9	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line,	
Subline, or	
Exhibit Line Item Number	Item Description
____N/A_____	____N/A_____

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

Contract Line,	
Subline, or	
Exhibit Line Item Number	Item Description

**Name of Offeror or Contractor:**

N/A

N/A

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to

**Name of Offeror or Contractor:**

the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

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

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

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

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

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*

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

(11) Description.

\*\* Once per item.

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

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

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

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)



10      52.242-4457      DELIVERY SCHEDULE FOR DELIVERY ORDERS      SEP/2008  
           (TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) Start deliveries 180 days after the delivery order date; or FAT Approval, whichever is later

(ii) You will deliver six units every thirty days.

(iii) You may deliver more units every thirty days at no additional cost to the Government with PCO approval.

(d) Accelerated delivery schedule is acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

[End of clause]

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

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

(1) To be completed by the offeror:

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

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

(End of Clause)

\*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

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

- a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)
- b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)

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12            52.247-4456            LONG TERM CONTRACTS - FOB DESTINATION            OCT/1999  
(TACOM)

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: -1-

(End of Clause)

13            52.247-4005            SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT            AUG/2003  
(TACOM)

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

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

(b) The Contractor will request:

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

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

[End of Clause]

14            52.247-4009            DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY            AUG/2003  
(TACOM)

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

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

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

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

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

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

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

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

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[End of Clause]

15 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994 (TACOM)

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

Offeror represents that:

(1) Facilities for shipping by rail

- [ ] are [ ] are not

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

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME) (LOCATION)

(3) Facilities for shipping by water

- [ ] are [ ] are not

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

(4) Facilities for shipping by motor

- [ ] are [ ] are not

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

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

RAIL:\_\_\_\_\_/Unit MOTOR:\_\_\_\_\_/Unit WATER:\_\_\_\_\_/Unit

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

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

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

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

[End of Clause]

16 52.247-4011 FOB POINT SEP/1978 (TACOM)

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

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near:

(1) Contractor's Plant: \_\_\_\_\_  
 (City) (State) (ZIP) (County)

(2) Subcontractor's Plant: \_\_\_\_\_  
 (City) (State) (ZIP) (County)

[End of Clause]

17 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009  
 (TACOM) ADDRESSES

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

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

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

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

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

**Name of Offeror or Contractor:**

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

SECTION F: DELIVERIES OR PERFORMANCE

F.1 DEFINITION OF Days After Contract (DAC)

For all data and hardware deliveries, "Days After Contract (DAC) Award", applies to the date specific delivery orders are awarded, not the date the basic contract is awarded. For example, if the Government issues a delivery order six months after the basic contract is awarded, the FAT vehicles and the associated data are due according to the timeframe established in the contract, starting at the date of the delivery order.

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

DRAFT

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MOD/AMD

**Name of Offeror or Contractor:**

## CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

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

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

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

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

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

Combo or Invoice and Receiving Report

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

See FAR 52.246-4028

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

Routing Data Table\*

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W56HZV-14-R-0109	<b>Page 51 of 92</b> MOD/AMD
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**Name of Offeror or Contractor:**

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

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

patricia.pierce3.civ@mail.mil

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

N/A

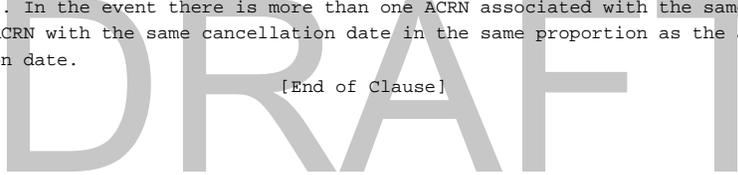
(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

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

[End of Clause]



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**Name of Offeror or Contractor:**

SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

## H.1 Other Customers

H.1.1 This contract is for requirements that come through the Department of the Army. The Government may use this contract to fill requirements for other Government agencies. However, these other customers are not required to use this contract to fill their requirements.

## H.2 Government Furnished Property

H.2.1 If necessary the Government will provide the contractor applicable GFE/GFI to support testing and logistics support package development. This GFE may consist of applicable, standard Army tool kits, and Army test, measurement and diagnostic equipment (TMDE).

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

## Name of Offeror or Contractor:

## 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	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
4	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
5	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
6	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	MAY/2014
7	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
8	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL/2014
9	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
10	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
11	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
12	52.232-11	EXTRAS	APR/1984
13	52.232-17	INTEREST	MAY/2014
14	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
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	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
22	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
23	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
24	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	FEB/2014
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	MAR/2014
27	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
28	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
29	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
30	252.225-7013	DUTY-FREE ENTRY	NOV/2014
31	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
32	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
33	252.225-7021	TRADE AGREEMENTS--BASIC	NOV/2014
34	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
35	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
36	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
37	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
38	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
39	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
40	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
41	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
42	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
43	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
44	252.239-7018	SUPPLY CHAIN RISK	NOV/2013
45	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
46	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
47	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
48	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
49	252.246-7001	WARRANTY OF DATA--BASIC	MAR/2014
50	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
51	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
52	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall test 1 unit(s) Item CLIN 0002 as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

**Name of Offeror or Contractor:**

(b) The Contractor shall submit the first article test report within 120 business days from the date of this contract to:

## ELECTRONIC COPY(s):

damean.j.mcdowell.civ@mail.mil

reymundo.moncayo.civ@mail.mil

## HARD COPY:

Reymundo Moncayo

Army Contracting Command-Warren

Mail Stop 416

6501 E. 11 Mile Road

Warren, MI 48397-5000

marked First Article Test Report: (Contract No. to be supplied upon award), Item No. CLIN 0002. Within 40 business days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

53

52.209-4

FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)

SEP/1989

(a) The Contractor shall deliver 2 unit(s) of Lot/Item CLINs 0001 and 0003 within 60 business days from the date of this contract to the Government to the following locations for first article tests:

(1 each) Aberdeen Proving Grounds, CLIN 0001

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(1 each) TACOM, Warren MI, CLIN 0003

The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 40 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

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

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

54

52.212-5

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR  
EXECUTIVE ORDERS--COMMERCIAL ITEMS

OCT/2014

(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)).

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(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

  X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

   (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

   (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.)

  X (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) [Reserved].

   (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

   (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

  X (8) 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).

  X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

   (10) 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)

   (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

   (ii) Alternate I (NOV 2011) of 52.219-3.

   (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

   (ii) Alternate I (JAN 2011) of 52.219-4.

   (13) [Reserved]

   (14)(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.

   (15)(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.

  X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

  X (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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.

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

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**Name of Offeror or Contractor:**

- (iv) Alternate III (OCT 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- (23) 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)).
- (24) 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)).
- (25) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (26) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (28) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33) 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.)
- (34)(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.)
- (35)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-13.
- (36)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (38)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (40) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (41)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (43) 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).

\_\_\_ (44) 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).

\_\_\_ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

\_\_\_ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X\_ (49) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (50) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_ (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.

**Name of Offeror or Contractor:**

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 (MAY 2014) (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 (Jul 2014)(38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(xiv) 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).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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.



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57            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 the day of contract award through day 1824 after contract award.

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

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

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

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

(End of Clause)

58            52.222-35            EQUAL OPPORTUNITY FOR VETERANS            JUL/2014

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

59            52.222-36            EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES            JUL/2014

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

60            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

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Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.

(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)

61            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).



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- (2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.
- (f) The master plan is approved by the Contractor's cognizant contract administration activity.
- (g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
- (h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:
  - (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.
  - (ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.
- (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:
  - (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.
  - (ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)



65            252.223-7001            HAZARD WARNING LABELS            DEC/1991

- (a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
  - (1) Federal Insecticide, Fungicide and Rodenticide Act;
  - (2) Federal Food, Drug and Cosmetics Act;
  - (3) Consumer Product Safety Act;
  - (4) Federal Hazardous Substances Act; or
  - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

(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.

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(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)

66            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]

67            52.216-4021            REQUIREMENTS DEFINITION            JUN/2005  
(TACOM)

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

[End of Clause]

68            52.219-4070            PILOT MENTOR-PROTEGE PROGRAM            APR/2006

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

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

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

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

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

[End of Clause]

**Name of Offeror or Contractor:**

## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	12-NOV-2014	022	DATA
Attachment 0001	COMMERCIAL ITEM DESCRIPTION (CID)	03-JUL-2014	011	EMAIL
Attachment 0002	SAFETY ASSESMENT REPORT (SAR)	20-NOV-2014	002	EMAIL
Attachment 0003	PROVISIONING AND MAINTENANCE DATA	20-NOV-2014	006	EMAIL
Attachment 0004	ENGINEERING BILL OF MATERIAL (BOM)	20-NOV-2014	003	EMAIL
Attachment 0005	MAINTENANCE ANALYSIS DATA	20-NOV-2014	004	EMAIL
Attachment 0006	GRAPHIC FILES AND CAD MODELS	20-NOV-2014	001	EMAIL
Attachment 0007	LMI DATA WORKSHEET-PACKAGING DATA REQUIREMENTS	20-NOV-2014	003	EMAIL
Attachment 0008	LMI DATA WORKSHEET-PACKAGING DATA TRANSACTION FORMAT	20-NOV-2014	002	EMAIL
Attachment 0009	ATPD 2232-ENGINES PREPARATION FOR SHIPMENT AND STORAGE	09-JAN-1998	037	EMAIL
Attachment 0010	SPCS POINT OF CONTACT (POC) LIST	20-NOV-2014	001	EMAIL

# DRAFT

**Name of Offeror or Contractor:**

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
3	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
4	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
5	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	AUG/1987

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

6            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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> PIIN/SIIN W56HZV-14-R-0109 MOD/AMD	<b>Page 68 of 92</b>
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**Name of Offeror or Contractor:**

information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

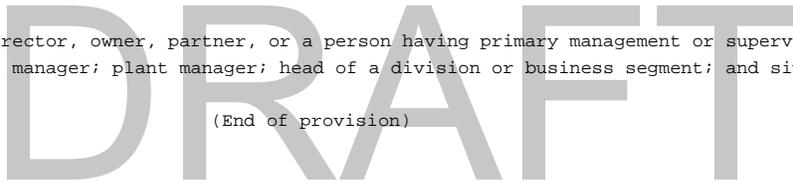
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS 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)



7 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV OCT/2014  
2014) - ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" as used in this section, means a foreign incorporated entity which is treated as an inverted domestic

**Name of Offeror or Contractor:**

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.

"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--

**Name of Offeror or Contractor:**

(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.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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 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:]

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

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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) 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)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_ 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, 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

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the award of any resultant contract.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American -- 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--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

Name of Offeror or Contractor:

(2) Buy American--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--Free Trade Agreements--Israeli Trade Act:

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) Buy American--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--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

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[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 statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product

Listed Countries of Origin

**Name of Offeror or Contractor:**

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

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

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

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

(1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds 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 Labor Standards. (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

**Name of Offeror or Contractor:**

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:

\* 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

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

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

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

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

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

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

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

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

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

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  
[ ] Yes or [ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_

Highest-level owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

(End of Provision)

(a) Definitions. As used in this clause

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

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

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**Name of Offeror or Contractor:**

- (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.

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

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

[ ] (2) Outside the United States.

(End of provision)



9	252.209-7993 (DEV 2014- 00009)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00009)	FEB/2014
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(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

10	252.209-7994	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX	OCT/2013
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**Name of Offeror or Contractor:**

(DEV 2014- O0004) LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEV 2014-O0004)

(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

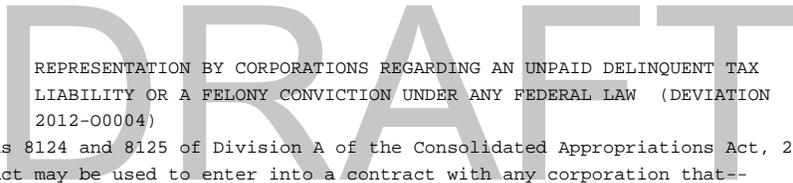
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect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



11 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012  
(DEV 2012- O0004) LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

12 252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC NOV/2014

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product as used in this provision have the meanings given in the Trade Agreements--Basic clause of this solicitation.

(b) Evaluation. The Government

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**Name of Offeror or Contractor:**

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements--Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)
_____	_____
_____	_____

(End of provision)

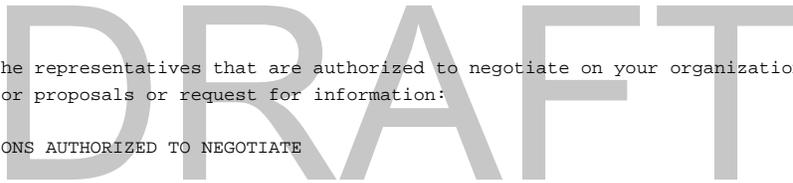
13 52.215-4010  
(TACOM)

AUTHORIZED NEGOTIATORS

MAR/2013

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

PERSONS AUTHORIZED TO NEGOTIATE



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

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

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

[End of Provision]

14 52.223-4002  
(TACOM)

USE OF CLASS I OZONE-DEPLETING SUBSTANCES

OCT/2008

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (ODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of Class I and Class II ODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I ODS in performance of the contract.

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(3) Indirectly requires the use of Class I or Class II ODS means that the Government's specification or technical data package, while not explicitly requiring the use of any Class I or Class II ODS, does require a feature that you can meet or produce only by the use of Class I or Class II ODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of Class I ODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no Class I ODS shall be used in meeting the requirements of this contract. If the use of Class I ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II ODS shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

15            52.225-4003            IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED            MAR/1990  
                   (TACOM)                KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i)     I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii)  I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of 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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**Name of Offeror or Contractor:**

## 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	MAY/2014
2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
4	52.237-1	SITE VISIT	APR/1984
5	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
6	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
7	252.204-7011	ALTERNATIVE LINE-ITEM STRUCTURE	SEP/2011
8	252.215-7008	ONLY ONE OFFER	OCT/2013
9	252.239-7017	NOTICE OF SUPPLY CHAIN RISK	NOV/2013
10	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; [XX] 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)

11	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)

12	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>

13	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.

(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)

14	52.211-4047	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL	DEC/2004
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**Name of Offeror or Contractor:**

(TACOM) (NEGOTIATED)

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

(b) Definitions:

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

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

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

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

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

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

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

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

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](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]

15 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011  
(TACOM) (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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

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

**Name of Offeror or Contractor:**

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]

16 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]

17 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-DISCLOSURE STATEMENT APR/2013

- a) APPLICABILITY. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term contractor employee includes employees, agents, or representatives and all employees, agents, or representatives and all employees, agents or representatives of all subcontractors, suppliers and consultants.
- b) DETROIT ARSENAL ACCESS.
- 1) All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation.
  - 2) At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).
- c) BADGES.
- 1) Badges/Passes. Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).
  - 2) Obtaining Badges. Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.
  - 3) Returning Badges. The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.
  - 4) Badge Guidance.
    - a) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.

**Name of Offeror or Contractor:**

b) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

c) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

d) MEETING ATTENDANCE. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

e) CLASSIFIED ACCESS. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.

f) REGULATORY COMPLIANCE. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.

g) NON-DISCLOSURE AGREEMENT. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR  
NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a Contractor providing support services/supplies to Detroit Arsenal, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer verbally within two business days, followed up in writing within five business days.

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

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**Name of Offeror or Contractor:**

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

[End of Provision]

18

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]

19

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

MAR/1996

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

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

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

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

[End of Provision]

FAR 52.212-1 - Instructions to Offerors -- Commercial Items

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

**Name of Offeror or Contractor:**

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) Remit to address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the senders request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Governments control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

**Name of Offeror or Contractor:**

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offerors initial offer should contain the offerors best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0109 <b>MOD/AMD</b>	<b>Page 90 of 92</b>
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**Name of Offeror or Contractor:**

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offerors offer.
- (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

\*\*\* END OF NARRATIVE L0001 \*\*\*

\*\*\* END OF NARRATIVE L0002 \*\*\*

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

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MOD/AMD

**Name of Offeror or Contractor:**

## EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
2	52.247-4006 (TACOM)	METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS	MAR/2014

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

STCC: 6001-AP                      STCC ITEM NO.: 3599990  
NMFC: STB NMF 100-AM           NMFC ITEM NO: 133300

[End of Provision]

3	52.247-4457 (TACOM)	EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS	SEP/2014
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We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 46, excluding any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (c) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excluding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

2 each SPCSs to Ft. Lewis, Washington  
2 each SPCSs to Vallejo, California  
3 each SPCSs to Dickinson, North Dakota  
1 each SPCSs to Roswell, New Mexico  
3 each SPCSs to Milwaukee, Wisconsin  
3 each SPCSs to Perryville, Missouri  
4 each SPCSs to Ft Hood, Texas  
3 each SPCSs to Portsmouth, Ohio  
3 each SPCSs to Fayette, Alabama  
7 each SPCSs to Bourne, Massachusetts  
4 each SPCSs to Reading, Pennsylvania  
10 each SPCSs to Asheville, North Carolina  
1 each SPCSs to Little Rock, Arkansas

[End of Provision]

4	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.

**Name of Offeror or Contractor:**

(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]

5            52.216-4006            METHOD OF PRICE EVALUATION            NOV/2007  
(TACOM)

(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]



DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
- E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
- F. CONTRACTOR: TBD
- TDP  TM  OTHER

- 
- 1. DATA ITEM NO: A001
  - 2. TITLE: Conference Agenda
  - 3. SUBTITLE: Meeting Agenda
  - 4. AUTHORITY: DI-ADMN-81249A
  - 5. CONTRACT REFERENCE: C.3.1
  - 6. REQUIRING OFFICE: RDTA-DP
  - 7. DD250 REQ: LT
  - 8. APP CODE:
  - 9. DIST. STATEMENT REQ:
  - 10. FREQUENCY: SEE BLK 16
  - 11. AS OF DATE:
  - 12. DATE OF FIRST SUBMISSION: SEE BLK 16
  - 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  - 14. DISTRIBUTION:

DRAFT

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
APM*	1	1
SAM*	1	1
Each Attendee	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	3	3

16. REMARKS:

The contractor shall submit an agenda NLT ten business days prior to meetings and reviews. The Government will review and provide comments or concurrence NLT five business days prior to the meeting.

\*See Attachment 0010 SPCS POC List for distribution information.

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G. PREPARED BY: William Shivas                      H: DATE: 15 MAY 2014  
I: APPROVED BY: William Shivas                    J: DATE: 18 June 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT: A  
C. CATEGORY:  
D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP  TM  OTHER

-----  
1. DATA ITEM NO: A002  
2. TITLE: Conference Minutes  
3. SUBTITLE: Meeting Minutes  
4. AUTHORITY: DI-ADMN-81250A(T)  
5. CONTRACT REFERENCE: C.3.1  
6. REQUIRING OFFICE: SFAE-CSS-PP-C  
7. DD250 REQ: LT  
8. APP CODE:  
9. DIST. STATEMENT REQ: A  
10. FREQUENCY: AS REQUIRED  
11. AS OF DATE:  
12. DATE OF FIRST SUBMISSION: SEE BLK 16  
13. DATE OF SUBS. SUBMISSION: SEE BLK 16  
14. DISTRIBUTION:

DRAFT

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
APM*	1	1
SAM*	1	1
Each Attendee	1	1
PSID Team Leader	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	4	4

16. REMARKS:  
TAILORING:  
Para 10.2 f - The contractor shall ensure the action items include the name or agency responsible and date to be completed, as agreed during the review.  
Add a copy of all material presented at the review.'

The contractor shall deliver draft minutes, in contractor format, of each meeting or review within five business days after each meeting, or review. The Government will review and provide comments within ten business days after receipt of draft minutes. The contractor shall revise and resubmit final within five business days of receipt of Government comments, if required.

\*See Attachment 0010 SPCS POC List for Distribution Names and contact information

-----  
G. PREPARED BY: William Shivas                    H: DATE: 22 MAY 2014  
I: APPROVED BY: Shelly King                    J: DATE: 17 JUNE 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
- E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
- F. CONTRACTOR: TBD
- TDP \_\_\_ TM \_\_\_ OTHER X

DRAFT

- 1. DATA ITEM NO: A003
- 2. TITLE: Safety Assesment Report (SAR)
- 3. SUBTITLE:
- 4. AUTHORITY: DI-SAFT-80102B
- 5. CONTRACT REFERENCE: C.4.2.1
- 6. REQUIRING OFFICE: SFAE-CSS-FP-C
- 7. DD250 REQ: LT
- 8. APP CODE:
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: AS REQUIRED ONE/R
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: SEE BLK 16
- 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
- 14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG / REPRO:	
Safety Engineer	1	1
APM*	1	1
SAM*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	3	3

16. REMARKS:

Draft to be delivered 60 business Days After Base Contract Award.

Government comments will be provided No Later Than (NLT) 20 business days after receipt of draft. Final report to be delivered NLT 20 business days after receipt of Government comments.

\*See Attachment 0010 SPCS POC List for Distribution Names and contact information

-----  
G. PREPARED BY: William Shivas                    H: DATE: 15 MAY 2014  
I: APPROVED BY: William Shivas                  J: DATE: 15 MAY 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
- E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
- F. CONTRACTOR: TBD
- TDP \_\_\_\_ TM \_\_\_\_ OTHER X

- 
- 1. DATA ITEM NO: A004
  - 2. TITLE: Hazardous Materials Management Program (HMMP)
  - 3. SUBTITLE: HMMR
  - 4. AUTHORITY: DI-MISC-81397B(T)
  - 5. CONTRACT REFERENCE: C.4.3.2
  - 6. REQUIRING OFFICE:
  - 7. DD250 REQ: LT
  - 8. APP CODE: A
  - 9. DIST. STATEMENT REQ: SEE BLK 16
  - 10. FREQUENCY: SEE BLK 16
  - 11. AS OF DATE: N/A
  - 12. DATE OF FIRST SUBMISSION: SEE BLK 16
  - 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  - 14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
APM*	1	1
SAM*	1	1
Env. Engineer*	1	1

15. TOTAL COPIES: 3 3

16. REMARKS:

BLOCK 4: The HMMR shall include information required by NAS 411 paragraphs 4.3.1 and 4.3.2 instead of NAS 411 paragraph 4.4 and associated subparagraphs. Content addressing DI-MISC-81397B Use/Relationship sections b.2) and c.1) through c.6) shall NOT be required in the HMMR.

The HMMR shall also: include hazardous materials used in system manufacture and assembly, include Material Safety Data Sheets (MSDSs) for identified materials, specify which phases (manufacture, operation or sustainment) each material is required for.

BLOCK 9: DISTRIBUTION STATEMENT C. Distribution authorized to U.S. Government Agencies and their Contractors supporting National Environmental Policy Act (NEPA) and DoDI 5000.02 environmental requirements. Other requests for this document shall be referred to (Applicable PMO)

BLOCKS 10, 12, and 13: The draft HMMP Report shall be submitted (40 business days after contract). The Government shall have 10 business days to review and provide comments to the contractor. The contractor is required to address and/or incorporate all Government comments and provide a final report for approval within 10 business days after receipt of Government comments.

In the event that material/process changes occur following final report approval, the contractor must provide an update to capture the material/process changes.

BLOCK 14: Repro = electronic copy

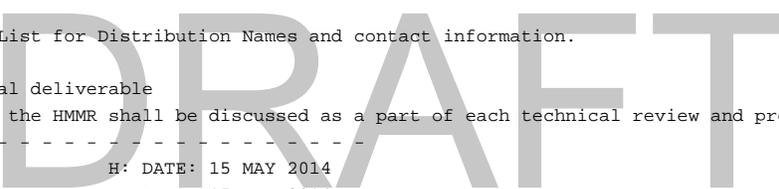
APM\*, SAM\*, and Environmental Engineer\*

\*See Attachment 0010 SPCS POC List for Distribution Names and contact information.

WAWF input is required for final deliverable Status, changes or issues with the HMMR shall be discussed as a part of each technical review and program management review. - - - - -

G. PREPARED BY: James Heading H: DATE: 15 MAY 2014  
I: APPROVED BY: James Heading J: DATE: 15 MAY 2014

PAGE 1 OF 1



DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT: A

C. CATEGORY:  
D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP \_\_\_\_ TM \_\_\_\_ OTHER X

- 
1. DATA ITEM NO: A005
  2. TITLE: Transportability Report
  3. SUBTITLE:
  4. AUTHORITY: DI-PACK-80880C(T)
  5. CONTRACT REFERENCE: C.4.4
  6. REQUIRING OFFICE: SFAE-CSS-FP-C
  7. DD250 REQ: DD
  8. APP CODE: A
  9. DIST. STATEMENT REQ:
  10. FREQUENCY: AS REQUIRED
  11. AS OF DATE: N/A
  12. DATE OF FIRST SUBMISSION: SEE BLK 16
  13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
SAM*	1	1
Engineer*	1	1
APM*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	3	3

16. REMARKS:

Tailoring: Delete the following paragraphs: 3.(8).(j).3, 3.(8).(j).5, 3.(8).(j).7, 3.(8).(l).5.a-d, 3.(8).(l).6.a-c, 3.(8).(m).1-3, and 3.(8).(n).1-3.

The contractor shall submit the draft report 20 business days prior to initiation of FAT. The Government will provide review comments within 40 business days of receipt of report.

The contractor shall provide a final report as a result of FAT, 40 business days after completion of testing.

\*See Attachment 0010 SPCS POC List for Distribution Names and contact information

WAWF input is required for final deliverable

G. PREPARED BY: William Shivas                    H: DATE: 18 JUNE 2014  
I: APPROVED BY: Avery Sommerfeld            J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
- E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
- F. CONTRACTOR: TBD
- TDP  TM  OTHER

- 1. DATA ITEM NO: A006
- 2. TITLE: Failure Analysis and Corrective Action Report
- 3. SUBTITLE: Corrective Action Report
- 4. AUTHORITY: DI-SESS-81315(T)
- 5. CONTRACT REFERENCE: C.4.5.3
- 6. REQUIRING OFFICE: AMSRD-RDTA-DP
- 7. DD250 REQ: LT\*
- 8. APP CODE: A
- 9. DIST. STATEMENT REQ:
- 10. FREQUENCY: AS REQUIRED
- 11. AS OF DATE:
- 12. DATE OF FIRST SUBMISSION: SEE BLK 16
- 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
- 14. DISTRIBUTION:

DRAFT

A. ADDRESSEE:	B. COPIES:
	DRAFT: FINAL:
	REG / REPRO:
SAM*	1 1
APM*	1 1
15. TOTAL COPIES:	2 2

16. REMARKS:

The failure analysis report number shall be the Test Incident Report (TIR) number.

BLK 12 Contractor shall deliver Corrective Action Report(s) (CAR) within the following timeframes:

Incident Classification	CAR Submission
Critical	Three business days after contractor notification
Major	Three business days after contractor notification
Minor	Five business days after contractor notification
Informational	10 business after contractor notification

The Corrective Action Report may be by update to the VISION database, or via email identified on the SPCS POC list. The Government will review the Corrective Action Report Within 15 business days. The contractor will make any corrections within five business days of receipt of Government review.

\*See Attachment 0010 SPCS POC List for Distribution Names and contact information

\*\*Price will be included in the FAT vehicle price.

G. PREPARED BY: William Shivas H: DATE: 18 JUNE 2014

I: APPROVED BY: Avery Sommerfeld J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
  - B. EXHIBIT: A
  - C. CATEGORY:
  - D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
  - E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
  - F. CONTRACTOR: TBD
- TDP  TM  OTHER

- 
- 1. DATA ITEM NO: A007
  - 2. TITLE: Product Drawings/Models and Associated Lists
  - 3. SUBTITLE: Graphic Files and Computer-Aided-Design (CAD) Models
  - 4. AUTHORITY: DI-SESS-81000E
  - 5. CONTRACT REFERENCE: C.4.6, C.5.4.1.4, C.5.4.1.4.1
  - 6. REQUIRING OFFICE: AMSTA-LCC-JL
  - 7. DD250 REQ: DD
  - 8. APP CODE: A
  - 9. DIST. STATEMENT REQ: A
  - 10. FREQUENCY: AS REQUIRED
  - 11. AS OF DATE:
  - 12. DATE OF FIRST SUBMISSION: SEE BLK 16
  - 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  - 14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
SAM*	1	1
APM*	1	1
Logistics Manager*	1	1
PSID Team Leader*	1	1
PSID Publications	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	5	5

16. REMARKS:

BLK 12: The Contractor shall deliver a list of all graphic files 15 business days prior to the start of work meeting. The Government will review the List of all EDFP and Engineering Drawings and provide comments to the contractor within five business days prior to the Start-of-Work meeting. The contractor shall incorporate the Governments comments and present the revised list to the Government at the Start-of-Work meeting  
The Contractor shall deliver for Government review 20 business days after Start-of-Work meeting all graphic files that are present in contractor deliverables examples of graphic files include:

Line Drawings:

- Exploded Views
- Locator Views
- Detailed Views

Photographs:

Engineering drawings

Diagrams Charts and Graphs:

- Block, Schematic, Pictorial, Cutaway Diagrams
- Wiring Diagrams / Wire Lists
- Cable, Piping Diagrams

Test Setup Diagrams:

Tools and Test Equipment Illustrations

Computer-Aided-Design (CAD) Models

Three-Dimensional (3D) CAD Models shall include all assemblies, subassemblies, and piece parts contained in the Bill of Material (BOM). 3D CAD Models shall include all geometry, x-axes, y-axes, and z-axes in order to explode and precisely illustrate components at the developmental design level.

The Government will review the source data and provide comments within 60 business days. The contractor shall revise the source data and resubmit within 20 business days after receipt of Government comments.

BLK 13: The Contractor shall redeliver all revised source graphic files that result from Government approved changes to the configuration. All revised graphic files shall be redelivered within 10 business days of each Government approved change.

BLK 14: The Contractor shall prepare and submit CDRL electronically in Contractor format. The preferred color mode for all graphics is CMYK (One color, black = 0% C 0% M 0% Y 100% K). Photograph preferred color mode: grayscale, Minimum resolution of 300 dots per inch (DPI). Embed all Images.

Master Art Files: Acceptable master art files, fully editable and layered:

- Adobe Illustrator (.AI)
- Encapsulated PostScript File (.EPS)
- Portable Document Format File (.PDF)
- Adobe Photoshop Document (.PSD)

Computer-Aided-Design (CAD) Files, SolidWorks File types:

G. PREPARED BY: Krista Mayo                    H: DATE: 18 JUNE 2014  
I: APPROVED BY: Pamela Tinsley                J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
- E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
- F. CONTRACTOR: TBD
- TDP \_\_\_\_ TM \_\_\_\_ OTHER X

- 
- 1. DATA ITEM NO: A008
  - 2. TITLE: Product Engineering Change Proposal (ECP)
  - 3. SUBTITLE: Configuration Change Request/Report
  - 4. AUTHORITY: DI-CMAN-80639C
  - 5. CONTRACT REFERENCE: C.4.6.1
  - 6. REQUIRING OFFICE: RDTA-DP
  - 7. DD250 REQ: LT
  - 8. APP CODE: A
  - 9. DIST. STATEMENT REQ: A
  - 10. FREQUENCY: AS REQUIRED
  - 11. AS OF DATE:
  - 12. DATE OF FIRST SUBMISSION: SEE BLK 16
  - 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  - 14. DISTRIBUTION:

DRAFT

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
Engineer*	1	1
APM*	1	1
SAM*	1	1
Packaging*		<u>1</u>
15. TOTAL COPIES:	3	4

16. REMARKS:

BLK 12: The contractor shall submit a report, starting after First Article Test (FAT) approval, of all configuration changes, prior to making a form/fit/function change. The report shall include all information in attachments 0003, 0004, 0005, 0007, and 0008. First submittal is due 40 business days before the proposed application date of the change.

BLK 13: Subsequent reports shall be submitted monthly.

The Government will review the ECP within 20 business days for completeness and acceptability for dispositioning. Technical review and determination of approval or disapproval will be conducted by the Government following procedures in MIL-HDBK-61A, Configuration Control.

\*No DD 250 is required. Price should be included in price of production vehicle.

\*See Attachment 0010 SPCS POC List for Distribution Names and contract information:

G. PREPARED BY: William Shivas H: DATE: 18 JUNE 2014

I: APPROVED BY: Avery Sommerfeld J: DATE: 18 JUNE 2014

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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B. EXHIBIT: A  
C. CATEGORY:  
D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP \_\_\_\_ TM \_\_\_\_ OTHER X

-----  
1. DATA ITEM NO: A009  
2. TITLE: Configuration Status Accounting Information  
3. SUBTITLE: Configuration Change Report  
4. AUTHORITY: DI-CMAN-81253A  
5. CONTRACT REFERENCE: C.4.6.2, C.4.6.4.  
6. REQUIRING OFFICE: SFAE-CSS-FP-C  
7. DD250 REQ: LT  
8. APP CODE:  
9. DIST. STATEMENT REQ: A  
10. FREQUENCY: As Required  
11. AS OF DATE:  
12. DATE OF FIRST SUBMISSION: SEE BLK 16  
13. DATE OF SUBS. SUBMISSION: SEE BLK 16  
14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
SAM*		1
APM*		1
Engineer*		<u>1</u>
15. TOTAL COPIES:		3

16. REMARKS:

The contractor shall submit a report, starting after First Article Test (FAT) approval, of all configuration changes. Prior to making a form/fit/function change, the report shall include all information in (A008-ECP CDRL) for each change under consideration. After making a change, the report shall include the old part number, the new part number, vendor CAGE code, summary of change, and Additional Reference Number (vendor part number.) The contractor shall submit the report with two sections, one for form/fit/function changes and one for non-form/fit/function changes.

\*See Attachment 0010 SPCS POC List for contact information

-----  
G. PREPARED BY: William Shivas                    H: DATE: 18 JUNE 2014  
I: APPROVED BY: Avery Sommerfeld                J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

DRAFT

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CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
- E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
- F. CONTRACTOR: TBD
- TDP  TM  OTHER

- 
- 1. DATA ITEM NO: A010
  - 2. TITLE: Logistics Product Data
  - 3. SUBTITLE: Engineering Bill of Materials (EBOM)
  - 4. AUTHORITY: DI-ALSS-81529
  - 5. CONTRACT REFERENCE: C.5.2.1.1, C.5.2.2.2, C.5.3.1.

- 6. REQUIRING OFFICE: AMSTA-LCC-JC
- 7. DD250 REQ: DD
- 8. APP CODE: A
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: AS REQUIRED
- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUBMISSION: SEE BLK 16
- 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
- 14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
SAM*	1	1
PSID Team Leader*	1	1
Engineer*	1	1
Logistics Manager*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	4	4

16. REMARKS:  
As clarified by Attachment 0004 (Engineering Bill of Material).

The contractor shall deliver a list of all EBOM data 15 business days prior to the Start of Work meeting.

The Government will review the list of EBOM data and provide comments to the contractor five business days prior to the start of work meeting. The contractor shall incorporate the Governments comments and present the revised list to the Government at the start of work meeting.

The contractor shall deliver a draft EBOM 20 business days after the start of work meeeting.

The Government will review the draft EBOM and provide comments to the contractor within 20 business days after receipt. The contractor shall incorporate the Governments comments and sugestions into the draft EBOMand return to the Government NLT 20 business days after receipt of Government comments.

Delivery of the draft EBOM does not constitue acceptance. The EBOM shall remain in the draft status until accepctance by the the Government by PCO notification.

Repro = electronic copy delivery to email:

\*See attachment 0010 entitled SPCS POC List for distribution

G. PREPARED BY: Anthony Grindle                    H: DATE: 18 JUNE 2014  
I: APPROVED BY: Eric Bradley                    J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT: A  
C. CATEGORY:  
D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP \_\_\_ TM \_\_\_ OTHER X

-----  
1. DATA ITEM NO: A011  
2. TITLE: Logistics Product Data  
3. SUBTITLE: Cross Reference Data  
4. AUTHORITY: DI-SESS-81758  
5. CONTRACT REFERENCE: C.5.2.2.2, C.5.3.1.1.  
6. REQUIRING OFFICE: AMSTA-LCC-JC  
7. DD250 REQ: DD  
8. APP CODE: A  
9. DIST. STATEMENT REQ: A  
10. FREQUENCY: AS REQUIRED  
11. AS OF DATE: SEE BLK 16  
12. DATE OF FIRST SUBMISSION: SEE BLK 16  
13. DATE OF SUBS. SUBMISSION: SEE BLK 16  
14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
SAM*	1	1
PSID Team Leader*	1	1
Logistics Manager*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	3	3

16. REMARKS:

BLK 12: The contractor shall deliver a list of all Cross Reference Data 15 business days prior to the start of work meeting.

The Government will review the List of all Cross Reference Data and provide comments to the contractor within five business days prior to the Start of Work meeting. The contractor shall incorporate the Governments comments and present the revised list to the Government at the start of work meeting

The contractor shall deliver a draft of the Cross Reference Data 20 business days after the Start of Work meeting.

The Government will review the draft Cross Reference Data and provide comments to the contractor within 20 business days after receipt. The contractor shall incorporate the Governments comments and suggestions into the draft Cross Reference Data and return to the Government NLT 20 business days after receipt of Government comments.

BLK 13: The Government will provide final comments at the last Provisioning IPR (C.3.2.4.2). The contractor shall incorporate the Governments comments and suggestions into the draft EDFP and Engineering Drawings and return to the Government NLT 20 business days after receipt of Government comments

The Contractor shall redeliver all Engineering Data for Provisioning (EDFP) and Engineering Drawings as a result of Government approved changes to the configuration. All revised EDFP and Engineering Drawings shall be redelivered within 20 business days of each Government

approved change.

Delivery of the draft Cross Reference Data does not constitute acceptance. The Cross Reference Data shall remain in the draft status until acceptance by the the Government by PCO notification.

Repro = electronic copy delivery to email:

\*See attachment 0010 entitled SPCS POC List for distribution

G. PREPARED BY: Anthony Grindle H: DATE: 18 JUNE 2014  
I: APPROVED BY: Eric Bradley J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

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DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT: A  
C. CATEGORY:  
D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP \_\_\_ TM \_\_\_ OTHER X

- 
1. DATA ITEM NO: A012
  2. TITLE: Logistics Product Data
  3. SUBTITLE: Engineering Data for Provisioning(EDFP)and Engineering Drawings
  4. AUTHORITY: DI-SESS-81758
  5. CONTRACT REFERENCE: C.5.2.2.2, C.5.3.3.
  6. REQUIRING OFFICE: AMSTA-LCC-JC
  7. DD250 REQ: DD
  8. APP CODE: A
  9. DIST. STATEMENT REQ: A
  10. FREQUENCY: SEE BLK 16

11. AS OF DATE: SEE BLK 16  
 12. DATE OF FIRST SUBMISSION: SEE BLK 16  
 13. DATE OF SUBS. SUBMISSION: As Required  
 14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG / REPRO:	
SAM*	1	1
PSID Team Leader*	1	1
Logistics Manager*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	3	3

## 16. REMARKS:

BLK 12: The contractor shall deliver a list of all EDFP and Engineering Drawings 15 business days prior to the start of work meeting.

The Government will review the List of all EDFP and Engineering Drawings and provide comments to the contractor within five business days prior to the Start of Work meeting. The contractor shall incorporate the Governments comments and present the revised list to the Government at the start of work meeting

The contractor shall deliver a draft of the EDFP and Engineering Drawings 20 business days after the Start of Work meeting. The Government will review the draft EDFP and Engineering Drawings and provide comments to the contractor within 20 business days after receipt. The contractor shall incorporate the Governments comments and suggestions into the draft EDFP and Engineering Drawings and return to the Government NLT 20 business days after receipt of Government comments.

BLK 13: The Government will provide final comments at the last Engineering BOM review. The contractor shall incorporate the Governments comments and suggestions into the draft EDFP and Engineering Drawings and return to the Government NLT 20 business days after receipt of Government comments

The Contractor shall redeliver all EDFP and Engineering Drawings as a result of Government approved changes to the configuration. All revised EDFP and Engineering Drawings shall be redelivered within 20 business days of each Government approved change.

Delivery of the draft EDFP and Engineering Drawings does not constitute acceptance. The EDFP and Engineering Drawings shall remain in the draft status until acceptance by the the Government by PCO notification.

Repro = electronic copy delivery to email:

\*See attachment 0010 entitled SPCS POC List for distribution

G. PREPARED BY: William Shivas                      H: DATE: 15 MAY 2014  
 I: APPROVED BY: Eric Bradley                      J: DATE: 15 MAY 2014  
 PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
  - B. EXHIBIT: A
  - C. CATEGORY:
  - D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
  - E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
  - F. CONTRACTOR: TBD
- TDP \_\_\_\_ TM \_\_\_\_ OTHER  X

- 
- 1. DATA ITEM NO: A013
  - 2. TITLE: Logistics Product Data
  - 3. SUBTITLE: Maintenance Analysis (MA) Data
  - 4. AUTHORITY: DI-SESS-81758
  - 5. CONTRACT REFERENCE: C.5.2.2.2, C.5.3.4.
  - 6. REQUIRING OFFICE: AMSTA-LCC-JC
  - 7. DD250 REQ: DD
  - 8. APP CODE: A
  - 9. DIST. STATEMENT REQ: A
  - 10. FREQUENCY: SEE BLK 16
  - 11. AS OF DATE: SEE BLK 16
  - 12. DATE OF FIRST SUBMISSION: SEE BLK 16
  - 13. DATE OF SUBS. SUBMISSION: As Required
  - 14. DISTRIBUTION:

DRAFT

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
SAM*	1	1
APM*	1	1
PSID Team Leader*	1	1
Logistics Manager*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	4	4

16. REMARKS:

As clarified by Attachments 0003 (Provisioning and Maintenance Data) and 0005 (Maintenance Analysis Data).

BLK 12: The Maintenance Analysis (MA) Data shall be delivered 40 business days after base contract award. The contractor shall maintain the MA for the life of the contract and shall make additional deliveries as requested by the Government. The MA shall be present any reviews requested by the Government with accurate up to date data.

Sample Format is provided with Attachment 0005 (Maintenance Analysis Data)

Repro = electronic copy delivery to e-mail:

\*See attachment 0010 entitled SPCS POC List for distribution

I: APPROVED BY: Eric Bradley  
PAGE 1 OF 1

J: DATE: 18 JUNE 2014

DRAFT

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
- E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
- F. CONTRACTOR: TBD
- TDP \_\_\_\_ TM  OTHER \_\_\_\_

- 
- 1. DATA ITEM NO: A014
  - 2. TITLE: Technical Manual Research and Analysis Source Data
  - 3. SUBTITLE: Technical Manual Source Data
  - 4. AUTHORITY: DI-TMSS-81354
  - 5. CONTRACT REFERENCE: C.5.1.1.1, C.5.1.1.2, C.5.2.2.2, C.5.4.1.1, C.5.4.1.2, C.5.4.1.3.

- 6. REQUIRING OFFICE: AMSTA-LCC-JC
- 7. DD250 REQ: DD
- 8. APP CODE: A
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: As Required
- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUBMISSION: SEE BLK 16
- 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
- 14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
System Engineer*	1	1
Provisioning MGR*	1	1
Logistics Manager*	1	1
SAM*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	4	4

16. REMARKS:

BLK 12: The Contractor shall deliver a Tech Manual Source Data list 15 business days prior to the start of work meeting. The Government will review the List of all EDPF and Engineering Drawings and provide comments to the contractor within five business days prior to the Start of Work meeting. The contractor shall incorporate the Governments comments and present the revised list to the Government at the start of work meeting

The Contractor shall deliver all source data to the Government to include all Commercial-Off-the-Shelf (COTS) operation manuals, maintenance manuals, troubleshooting procedures, repair parts/provisioning information, and any other associated manuals for Government review 20 business days after Start-of-Work meeting.

If not included in the COTS technical manuals, the source data shall identify all safeties and hazards associated with the system and provide detailed summary of such evaluation. The summary must include all health hazards, equipment safety features, environmental hazards, inherent equipment hazards, precautions, and classification, severity, and probability of each hazard.

If not included in the COTS technical manuals, the Contractor shall provide fault isolation and corrective action down to the individual component level. The contractor shall also identify, when applicable, a logic fault tree, error/fault codes, and step by step diagnostic instructions.

The Government will review the source data and provide comments within 60 business days. The contractor shall revise the source data and resubmit within 20 business days after receipt of Government comments.

BLK 13: The Contractor shall redeliver all source data as a result of Government approved changes to the configuration. All revised source data files shall be redelivered within 20 business days of each Government approved change.

BLK 14: The Contractor shall prepare and submit CDRL, in contractor format, electronically in fixed-layout flat document format (i.e. Portable Document Format (PDF), Microsoft Word file (DOC)) that includes all texts, fonts, graphics, and other information needed for display. The submission must also be free of any editing and security restrictions.

The Government will provide acceptance of submission within 20 business days after receipt. Any formatting errors or missing data will be updated by the Contractor and re-submitted within 10 business days.

Any changes to the source data as a result of a configuration change and Government approved change must be redelivered by the Contractor within ten business days of Government approved change.

Hard copy submittals under this CDRL shall be submitted on CD ROM and forwarded to the following address:

U.S. ARMY TACOM LCMC  
6501 E. 11 MILE  
MAILSTOP #921  
AMSTA-LCC-JL  
ATTN: KRISTA MAYO  
WARREN, MI 48397

\*Electronic Submissions see Attachment 0010 SPCS POC List for e-mail addresses

G. PREPARED BY: Krista Mayo            H: DATE: 22 MAY 2014  
I: APPROVED BY: Pamela Tinsley       J: DATE: 23 JUNE 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT: A  
C. CATEGORY:  
D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP \_\_\_\_ TM X OTHER \_\_\_\_

- 
1. DATA ITEM NO: A015
  2. TITLE: Reliability-Centered Maintenance Analysis Data
  3. SUBTITLE: System Support Package Component List (SSPCL)
  4. AUTHORITY: DI-ILSS-80532
  5. CONTRACT REFERENCE: C.5.2.2.2, C.5.4.1.5.
  6. REQUIRING OFFICE: AMSTA-LCC-JL
  7. DD250 REQ: DD
  8. APP CODE: A
  9. DIST. STATEMENT REQ: A
  10. FREQUENCY: As Required
  11. AS OF DATE:
  12. DATE OF FIRST SUBMISSION: SEE BLK 16
  13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG	REPRO:
PSID Publications*	1	1
SAM*	1	1
Logistics Manager	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	3	3

16. REMARKS:

BLK 12: The Contractor shall submit a list of items for the System Support Package Components List (SSPCL) prior to delivery of the SSP for Government review no later than 20 business days after base contract award.

BLK 13: Should the SSPCL require revision after initial delivery, the Contractor shall redeliver the data on a date mutually agreed to by the parties.

BLK 14: The Contractor shall deliver, in hard copy and via e-mail, the SSPCL in a format that is readable and editable by the Government (Microsoft Office Suite).

Hard copy submittals under this CDRL shall be submitted on CD ROM and forwarded to the following address:

U.S. ARMY TACOM LCMC

6501 E. 11 MILE

MAILSTOP #921

AMSTA-LCC-JL

ATTN: KRISTA MAYO

WARREN, MI 48397

\*Electronic submissions see Attachment 0010 SPCS POC List

G. PREPARED BY: Krista Mayo

H: DATE:

I: APPROVED BY: Pamela Tinsley

J: DATE: 23 June 2014

PAGE 1 OF 1

DRAFT

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT: A

C. CATEGORY:

D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)

E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109

F. CONTRACTOR: TBD

TDP \_\_\_\_ TM  OTHER \_\_\_\_

1. DATA ITEM NO: A016

2. TITLE: Logistics Products Data

3. SUBTITLE: Packaging Data Products

4. AUTHORITY: DI-SESS-81758(T)

5. CONTRACT REFERENCE: C.5.5.1, C.5.5.2.1

6. REQUIRING OFFICE: AMSTA-LCL-ISP

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQ: A

10. FREQUENCY: As Required

11. AS OF DATE: SEE BLK 16

12. DATE OF FIRST SUBMISSION: SEE BLK 16

13. DATE OF SUBS. SUBMISSION: SEE BLK 16

14. DISTRIBUTION:

A. ADDRESSEE:

B. COPIES:

	DRAFT:	FINAL:
	REG	REPRO:
Packaging*	1	1
SAM*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	2	2

16. REMARKS:

TAILORING: As clarified and tailored by Attachment 0007 - LMI Data Worksheet-Packaging Data Products and Attachment 0008 - LMI Packaging Data Transaction Format.

BLK 12 Submit within 15 business days after receiving a packaging list from the Government. Government shall review and determine the acceptance of each submission and notify the contractor within 15 business days of receipt.

BLK 13 Subsequent submittals are monthly. Final data shall be submitted no later than 35 business days after final packaging list.

The Government will accept or reject re-submittals within 10 business days after TACOM Packaging receipt. The Contractor shall address Government comments and resubmit within 5 business days after receipt of rejection notice.

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

For Engineering changes and logistics changes, submit within 40 business days after approved change.

Repro = electronic copy delivery to e-mail:

\*See Attachment 0010 SPCS POC List for contact information

-----  
G. PREPARED BY: Antonia Bittner H: DATE: 22 MAY 2014

I: APPROVED BY: William Shivas J: DATE: 22 MAY 2014

PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.:

B. EXHIBIT: A  
C. CATEGORY:  
D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP \_\_\_ TM \_\_\_ OTHER X

- 
1. DATA ITEM NO: A017
  2. TITLE: Special Packaging Instructions (SPI)
  3. SUBTITLE: SPI
  4. AUTHORITY: DI-PACK-80121C
  5. CONTRACT REFERENCE: C.5.5.3.1, C.5.5.3.1.1
  6. REQUIRING OFFICE: AMSTA-LCL-ISP
  7. DD250 REQ: LT
  8. APP CODE: A
  9. DIST. STATEMENT REQ: A
  10. FREQUENCY: As Required
  11. AS OF DATE: SEE BLK 16
  12. DATE OF FIRST SUBMISSION: SEE BLK 16
  13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  14. DISTRIBUTION:

	B. COPIES:	
	DRAFT:	FINAL:
	REG / REPRO:	
Packaging*	1	1
SAM*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	2	2

DRAFT

16. REMARKS:

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

BLK 12 Submit within 15 business days after receiving a packaging list from the Government. Government shall review and determine the acceptance of each submission and notify the contractor within 15 business days of receipt.

BLK 13 Subsequent submittals are due monthly. Final data shall be submitted no later than 35 business days after final packaging list.

The Government will accept or reject re-submittals within 10 business days after TACOM Packaging receipt. The Contractor shall address Government comments and resubmit within 5 business days after receipt of rejection notice.

Final data shall be submitted no later than 35 business days after final approved PPL.

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

For Engineering changes and logistics changes, submit within 40 business days after approved change.

Repro = electronic copy delivery to e-mail:

\* See Attachment 0010 SPCS POC List for Delivery and Contact Information

\*See Attachment 0010 SPCS POC List for contact information

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G. PREPARED BY: Antonia Bittner      H: DATE: 22 MAY 2014  
I: APPROVED BY: William Shivas      J: DATE: 22 MAY 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

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- A. CONTRACT LINE ITEM NO.:
  - B. EXHIBIT: A
  - C. CATEGORY:
  - D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
  - E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
  - F. CONTRACTOR: TBD
- TDP \_\_\_\_ TM X OTHER \_\_\_\_

- 
- 1. DATA ITEM NO: A018
  - 2. TITLE: Training Materials
  - 3. SUBTITLE: Training Material Development
  - 4. AUTHORITY: DI-ILSS-80872
  - 5. CONTRACT REFERENCE: C.5.2.2.2, C.6.1
  - 6. REQUIRING OFFICE: AMSTA-LCF-MCC
  - 7. DD250 REQ: DD
  - 8. APP CODE: A
  - 9. DIST. STATEMENT REQ: A
  - 10. FREQUENCY: As Required
  - 11. AS OF DATE:
  - 12. DATE OF FIRST SUBMISSION: 30 DAC
  - 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  - 14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
NET Manager*	1	
APM*	1	
SAM*	1	
15. TOTAL COPIES:	3	

16. REMARKS:

All data shall be submitted in Contractor format, Microsoft compatible with edit capability.

BLK12: The Contractor shall deliver a list of all available Training Support Package (TSP) data 15 business days prior to start-of-work meeting.

The Government will review the TSP Data List and provide comments within 10 business days after submission.

The Contractor shall deliver all TSP Data from the TSP Data List 100 business days after start-of-work meeting.

The Government will review TSP Data and provide comments within 40 business days and after submission.

BLK13: The Contractor shall re-submit the TSP Data List within 5 business days after receipt of Government comments.

The Contractor shall re-submit TSP Data within 20 business days after receipt of Government comments.

The contractor shall deliver revised TSP Data resulting from Government approved changes to the configuration. All revised training material files shall be delivered within 10 business days of each Government approved change.

\*See Attachment 0010 SPCS POC List for Distribution Names and contact information

-----  
G. PREPARED BY: Robert Kendrick      H: DATE: 22 MAY 2014

I: APPROVED BY: Robert Kendrick      J: DATE: 22 MAY 2014

PAGE 1 OF 1

DRAFT

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:

B. EXHIBIT: A

C. CATEGORY:

D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP \_\_\_\_ TM \_\_\_\_ OTHER X

- 
1. DATA ITEM NO: A019
  2. TITLE: Scientific and Technical Reports
  3. SUBTITLE: Item Unique Identifier (IUID) Implementation Plan
  4. AUTHORITY: DI-MISC-80711A, MIL-STD-130N w/change 1
  5. CONTRACT REFERENCE: C.7.2.
  6. REQUIRING OFFICE: SFAE-CSS-FP-C
  7. DD250 REQ: DD
  8. APP CODE: A
  9. DIST. STATEMENT REQ: A
  10. FREQUENCY: As Required
  11. AS OF DATE: SEE BLK 16
  12. DATE OF FIRST SUBMISSION: SEE BLK 16
  13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
SAM*	1	1
APM*	<u>1</u>	<u>1</u>
15. TOTAL COPIES:	2	2

16. REMARKS:

Block(s) 10, 11, 12 and 13: The contractor shall submit an IUID Implementation Plan at the Start of Work meeting. The Government will review the implementation plan and parts list. The Government will provide final decision on which components and assemblies of the Self Propelled Concrete Saw shall be IUID marked, ten business days after the final Provisioning Review. The contractor shall resubmit the IUID Implementation Plan Within 20 business days of receipt of Government comments.

The contractor shall submit a representative sample of the IUID tag with the IUID Implementation Plan.

\*See Attachment 0010 SPCS POC List for Distribution Names and contact information

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G. PREPARED BY: William Shivas      H: DATE: 15 MAY 2014  
I: APPROVED BY: William Shivas      J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT: A  
C. CATEGORY:  
D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP \_\_\_ TM \_\_\_ OTHER X

- 
1. DATA ITEM NO: A020
  2. TITLE: Unique Identification (IUID) Marking and Verificaion Report
  3. SUBTITLE: Item Unique Identifier (IUID) Registry Report, IUID Registry
  4. AUTHORITY: DI-MGMT-81858, MIL-STD-130N w/change 1
  5. CONTRACT REFERENCE: C.7.5, C.7.6, C.7.7.
  6. REQUIRING OFFICE: SFAE-CSS-FP-C
  7. DD250 REQ: DD
  8. APP CODE:
  9. DIST. STATEMENT REQ: A
  10. FREQUENCY: MTHLY
  11. AS OF DATE:
  12. DATE OF FIRST SUBMISSION: SEE BLK 16
  13. DATE OF SUBS. SUBMISSION: SEE BLK 16
  14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:
	DRAFT: FINAL:
	REG / REPRO:
SAM*	1 1
APM*	<u>1</u> <u>1</u>
15. TOTAL COPIES:	2 2

16. REMARKS:

Block(s) 10, 11, 12 and 13: The contractor shall submit an IUID Implementation Plan at the Start of Work meeting. The Government will review the implementation plan and parts list. The Government will provide final decision on which components and assemblies of the Self Propelled Concrete Saw shall be IUID marked, ten business days after the final Provisioning Review. The contractor shall resubmit the IUID Implementation Plan Within 20 business days of receipt of Government comments.

The contractor shall submit a representative sample of the IUID tag with the IUID Implementation Plan.

\*See Attachment 0010 SPCS POC List for Distribution Names and contact information

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G. PREPARED BY: William Shivas H: DATE: 15 MAY 2014  
I: APPROVED BY: William Shivas J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT: A  
C. CATEGORY:  
D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)  
E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109  
F. CONTRACTOR: TBD  
TDP \_\_\_\_ TM \_\_\_\_ OTHER X

-----  
1. DATA ITEM NO: A021  
2. TITLE: Technical Report-Study/Services  
3. SUBTITLE: Warranty Performance Report  
4. AUTHORITY: DI-MISC-80508(T)  
5. CONTRACT REFERENCE: C.8.2  
6. REQUIRING OFFICE: RDTA-DP  
7. DD250 REQ: LT  
8. APP CODE:  
9. DIST. STATEMENT REQ:  
10. FREQUENCY: QRTLY  
11. AS OF DATE:  
12. DATE OF FIRST SUBMISSION: SEE BLK 16  
13. DATE OF SUBS. SUBMISSION: SEE BLK 16  
14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:
	DRAFT:      FINAL:
	REG / REPRO:
Engineer*	1
SAM*	<u>1</u>
15. TOTAL COPIES:	2

16. REMARKS:

TAILORING:

Paragraph 2.1.2 - Delete subparagraphs f, g, j, n and p.

Paragraph 2.1.2, subparagraph o - Delete 'from contract award to the end of the reporting period.'

Paragraph 2.1.6 - Delete 'from contract award to the end date.'

Report shall be submitted electronically once a quarter commencing with initial production delivery. The first report is due on the 10th day of the quarter following the first Army unit(s) receiving the SPCS.

Subsequent reports are due quarterly thereafter on the 10th day of each quarter.

\*See Attachment 0010 SPCS POC List for distribution information.

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G. PREPARED BY: William Shivas      H: DATE: 15 MAY 2014  
I: APPROVED BY: William Shivas      J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

DRAFT

DD FORM 1423, FEB 2001

CONTRACT DATA REQUIREMENT LIST, PREVIOUS EDITION MAY BE USED Form Approval OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT: A
- C. CATEGORY:
- D. SYSTEM/ITEM: Self Propelled Concrete Saw (SPCS)
- E. CONTRACT/PR NO.: Solicitation W56HZV-14-R-0109
- F. CONTRACTOR: TBD
- TDP \_\_\_ TM \_\_\_ OTHER X

- 
- 1. DATA ITEM NO: A022
  - 2. TITLE: Scientific and Technical Report
  - 3. SUBTITLE: Storage, Exercise, Care and Maintenance Plan
  - 4. AUTHORITY: DI-MISC-80711A
  - 5. CONTRACT REFERENCE: C.9.2

- 6. REQUIRING OFFICE: SFAE-CSS-FP-C
- 7. DD250 REQ: DD
- 8. APP CODE: A
- 9. DIST. STATEMENT REQ: A
- 10. FREQUENCY: Once
- 11. AS OF DATE: SEE BLK 16
- 12. DATE OF FIRST SUBMISSION: SEE BLK 16
- 13. DATE OF SUBS. SUBMISSION: SEE BLK 16
- 14. DISTRIBUTION:

A. ADDRESSEE:	B. COPIES:	
	DRAFT:	FINAL:
	REG /	REPRO:
PCO*	1	1
SAM*	1	1
Engineer*	1	1
Packaging*		<u>1</u>
15. TOTAL COPIES:	3	4

16. REMARKS:  
Block 12: The contractor shall deliver the plan at the Start of Work (SOW) Meeting.

\*See Attachment 0010 SPCS POC List for Distribution Names and contact information

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G. PREPARED BY: William Shivas      H: DATE: 15 MAY 2014  
I: APPROVED BY: William Shivas      J: DATE: 18 JUNE 2014  
PAGE 1 OF 1

DRAFT

PIIN/SIIN W56HZV-14-R-0109

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## SECTION A - SUPPLEMENTAL INFORMATION

CHANGED AS6311 52.204-4016 01-MAR-2013 WARREN ELECTRONIC CONTRACTING

(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](http://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=W56HZV14R0109](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0109)

(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](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.

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

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release in the base contract or

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contract modifications, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

End of Provision

ADDED	AS7040	52.201-4000	01-APR-2011	ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON
ADDED	AS7529	52.209-4025	01-MAR-2013	NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL
ADDED	AS7317	52.212-4003 (TACOM)	01-SEP-1996	ALL OR NONE--COMMERCIAL ITEM ACQUISITION
ADDED	AS7001	52.214-4000	01-OCT-1993	ACKNOWLEDGMENT OF AMENDMENTS
ADDED	AS7888	52.242-4021 (TACOM)	01-NOV-2009	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED	CS6520	52.209-4020 (TACOM)	01-JUL-2014	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT
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All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the contracting officer, if a COR is not assigned) within 60 calendar days after completion of training AT Level I awareness training is available at <https://jkodirect.jten.mil> Course# JS-UA007-14.

CHANGED	CS6522	52.209-4022 (TACOM)	01-JUL-2012	iWATCH TRAINING
---------	--------	------------------------	-------------	-----------------

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 15 calendar days of contract award and within 15 calendar days of new employees commencing performance, with the results reported to the COR no later than 30 calendar days after contract award. Training may be obtained at <http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>.

(End of Clause)

CHANGED	CS6334	52.211-4072	01-MAY-2014	TECHNICAL DATA PACKAGE INFORMATION
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The following Xd item applies to this solicitation:

- [X ] 1. There is no Technical Data Package (TDP) included with this solicitation.
- [ ] 2. The TDP for this solicitation resides within FedBizOpps ([://www.fbo.gov](http://www.fbo.gov)), associated with this solicitation number, and can be accessed via this URL:

N/A

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To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/

Click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at ://www.fbo.gov - on the right is User Guides - click on Vendor.

[End of clause]

ADDED	CS7237	52.237-4000 (TACOM)	01-FEB-2013	CONTRACTOR MANPOWER REPORTING (CMR)
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SECTION E - INSPECTION AND ACCEPTANCE

ADDED	EF00018	52.246-15	01-APR-1984	CERTIFICATE OF CONFORMANCE
ADDED	ES7001	52.246-4028 (TACOM)	01-NOV-2005	INSPECTION AND ACCEPTANCE POINTS: ORIGIN

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF00001	52.211-17	01-SEP-1989	DELIVERY OF EXCESS QUANTITIES
ADDED	FF00005	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK

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ADDED	FF00006	52.247-29	01-FEB-2006	F.O.B. ORIGIN
ADDED	FF00011	52.247-34	01-NOV-1991	F.O.B. DESTINATION
ADDED	FF00022	52.247-48	01-FEB-1999	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT
ADDED	FF00025	52.247-58	01-APR-1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS
ADDED	FF00026	52.247-59	01-APR-1984	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS
ADDED	FF00028	52.247-65	01-JAN-1991	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS
CHANGED	FA60001	252.211-7003	01-DEC-2013	ITEM UNIQUE IDENTIFICATION AND VALUATION

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

PIIN/SIIN W56HZV-14-R-0109

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ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

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

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

Contract Line,  
Subline, or

PIIN/SIIN W56HZV-14-R-0109

MOD/AMD

Exhibit Line Item Number	Item Description
N/A	N/A

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

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

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*

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

(11) Description.

\*\* Once per item.

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

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

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

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

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CHANGED FS6457 52.242-4457 01-SEP-2008 DELIVERY SCHEDULE FOR DELIVERY ORDERS (TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) Start deliveries 180 days after the delivery order date; or FAT Approval, whichever is later

(ii) You will deliver six units every thirty days.

(iii) You may deliver more units every thirty days at no additional cost to the Government with PCO approval.

(d) Accelerated delivery schedule is acceptable.

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

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(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

[End of clause]

ADDED/FIL	FS6052	52.247-60 (WARREN)	01-APR-2014	GUARANTEED SHIPPING CHARACTERISTICS
CHANGED	FS6458	52.247-4456 (TACOM)	01-OCT-1999	LONG TERM CONTRACTS - FOB DESTINATION

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: -1-

(End of Clause)

ADDED	FS7446	52.247-4005 (TACOM)	01-AUG-2003	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT
ADDED	FS7201	52.247-4009 (TACOM)	01-AUG-2003	DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY
ADDED	FS7202	52.247-4010 (TACOM)	01-FEB-1994	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS
ADDED	FS7033	52.247-4011 (TACOM)	01-SEP-1978	FOB POINT
ADDED	FS7003	52.247-4017 (TACOM)	01-NOV-2009	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES

SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED GA60003 252.232-7006 01-MAY-2013 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

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

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

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

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

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice

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Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

Combo or Invoice and Receiving Report

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

See FAR 52.246-4028

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

Routing Data Table\*

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

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

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

patricia.pierce3.civ@mail.mil

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

N/A

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

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED HS7101 52.204-4005 01-AUG-2012 REQUIRED USE OF ELECTRONIC CONTRACTING

SECTION I - CONTRACT CLAUSES

ADDED IF00002 52.203-3 01-APR-1984 GRATUITIES

ADDED IF00013 52.204-4 01-MAY-2011 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER

ADDED IF00015 52.204-9 01-JAN-2011 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

ADDED IF00023 52.209-6 01-AUG-2013 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

ADDED IF00026 52.211-15 01-APR-2008 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS

AUTO IF00028 52.212-4 01-MAY-2014 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

ADDED IF00087 52.222-1 01-FEB-1997 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

ADDED IF00112 52.222-37 01-JUL-2014 EMPLOYMENT REPORTS ON VETERANS

ADDED IF00395 52.222-40 01-DEC-2010 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

ADDED IF00121 52.223-6 01-MAY-2001 DRUG-FREE WORKPLACE

ADDED IF00136 52.227-1 01-DEC-2007 AUTHORIZATION AND CONSENT

ADDED IF00178 52.232-11 01-APR-1984 EXTRAS

ADDED IF00179 52.232-17 01-MAY-2014 INTEREST

ADDED IF00191 52.232-33 01-JUL-2013 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT

AUTO IF00414 52.232-40 01-DEC-2013 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS

ADDED IF00235 52.242-13 01-JUL-1995 BANKRUPTCY

ADDED IF00254 52.244-5 01-DEC-1996 COMPETITION IN SUBCONTRACTING

ADDED IF00311 52.248-1 01-OCT-2010 VALUE ENGINEERING

ADDED IF00353 52.253-1 01-JAN-1991 COMPUTER GENERATED FORMS

ADDED IA00285 252.203-7000 01-SEP-2011 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS

ADDED IA00269 252.204-7003 01-APR-1992 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

ADDED IA00009 252.204-7006 01-OCT-2005 BILLING INSTRUCTIONS

AUTO IA00336 252.204-7012 01-NOV-2013 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION

AUTO IA00339 252.204-7015 01-FEB-2014 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS

ADDED IA00010 252.205-7000 01-DEC-1991 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS

ADDED IA00011 252.209-7004 01-MAR-2014 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

ADDED IA00320 252.223-7008 01-JUN-2013 PROHIBITION OF HEXAVALENT CHROMIUM

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ADDED	IA00047	252.225-7002	01-DEC-2012 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA00052	252.225-7012	01-FEB-2013 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA00053	252.225-7013	01-NOV-2014 DUTY-FREE ENTRY
ADDED	IA00056	252.225-7015	01-JUN-2005 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
ADDED	IA00057	252.225-7016	01-JUN-2011 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
ADDED	IA00059	252.225-7021	01-NOV-2014 TRADE AGREEMENTS--BASIC
ADDED	IA00065	252.225-7033	01-APR-2003 WAIVER OF UNITED KINGDOM LEVIES
ADDED	IA00072	252.226-7001	01-SEP-2004 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
ADDED	IA00076	252.227-7013	01-FEB-2014 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
ADDED	IA00080	252.227-7015	01-FEB-2014 TECHNICAL DATA--COMMERCIAL ITEMS
ADDED	IA00091	252.227-7027	01-APR-1988 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
ADDED	IA00092	252.227-7030	01-MAR-2000 TECHNICAL DATA--WITHHOLDING OF PAYMENT
ADDED	IA00096	252.227-7037	01-JUN-2013 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	IA00115	252.232-7003	01-JUN-2012 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
ADDED	IA00272	252.232-7010	01-DEC-2006 LEVIES ON CONTRACT PAYMENTS
ADDED	IA00308	252.237-7010	01-JUN-2013 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL
ADDED	IA00337	252.239-7018	01-NOV-2013 SUPPLY CHAIN RISK
ADDED	IA00147	252.243-7001	01-DEC-1991 PRICING OF CONTRACT MODIFICATIONS
ADDED	IA00148	252.243-7002	01-DEC-2012 REQUESTS FOR EQUITABLE ADJUSTMENT
ADDED	IA00149	252.244-7000	01-JUN-2013 SUBCONTRACTS FOR COMMERCIAL ITEMS
ADDED	IA00152	252.246-7000	01-MAR-2008 MATERIAL INSPECTION AND RECEIVING REPORT
ADDED	IA00153	252.246-7001	01-MAR-2014 WARRANTY OF DATA--BASIC
ADDED	IA00157	252.247-7023	01-APR-2014 TRANSPORTATION OF SUPPLIES BY SEA--BASIC
ADDED	IA00331	252.247-7028	01-JUN-2012 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
CHANGED	IF60005	52.209-3	01-SEP-1989 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)

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(a) The Contractor shall test 1 unit(s) Item CLIN 0002 as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 business days from the date of this contract to:

ELECTRONIC COPY(s):  
damean.j.mcdowell.civ@mail.mil  
reymundo.moncayo.civ@mail.mil

HARD COPY:  
Reymundo Moncayo  
Army Contracting Command-Warren

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Mail Stop 416  
6501 E. 11 Mile Road  
Warren, MI 48397-5000

marked First Article Test Report: (Contract No. to be supplied upon award), Item No. CLIN 0002. Within 40 business days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

CHANGED IF60009 52.209-4 01-SEP-1989 FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall deliver 2 unit(s) of Lot/Item CLINs 0001 and 0003 within 60 business days from the date of this contract to the Government to the following locations for first article tests:

(1 each) Aberdeen Proving Grounds, CLIN 0001  
(1 each) TACOM, Warren MI, CLIN 0003

The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 40 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

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

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

AUTO/CHANGE IF60010 52.212-5 01-OCT-2014 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

\_X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

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- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- \_\_\_ (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.)
- \_X\_ (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) [Reserved].
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_X\_ (8) 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).
- \_X\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_\_ (10) 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)
- \_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.
- \_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(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.
- \_\_\_ (15)(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.
- \_X\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_X\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- \_X\_ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)

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- \_X\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 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)).
- \_\_\_ (24) 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)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- \_X\_ (26) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (28) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- \_X\_ (29) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).
- \_X\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
- \_X\_ (31) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Jul 2014)(38 U.S.C. 4212).
- \_X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_\_\_ (33) 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.)
- \_\_\_ (34)(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.)
- \_\_\_ (35)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_ (36)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (38)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_X\_ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (40) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- \_\_\_ (41)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.
- \_\_\_ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_X\_ (43) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the

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Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (44) 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).

\_\_\_ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

\_\_\_ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (49) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (50) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).

\_\_\_ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_ (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.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 (MAY 2014) (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 (Jul 2014)(38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(xiv) 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).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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)

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

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

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

(2) Any order for a combination of items in excess of twelve; 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 30 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)

CHANGED IF60118 52.216-21 01-OCT-1995 REQUIREMENTS

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the 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 six and one-half (6 1/2) years after contract award.

(End of Clause)

CHANGED IA60052 252.216-7006 01-MAY-2011 ORDERING

(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 the day of contract award through day 1824 after 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

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delivery order or task order and this contract, the contract shall control.

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

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

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

(End of Clause)

ADDED	IF70064	52.222-35	01-JUL-2014	EQUAL OPPORTUNITY FOR VETERANS
ADDED	IF70065	52.222-36	01-JUL-2014	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
ADDED	IF70015	52.223-3	01-JAN-1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
ADDED	IF70018	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
ADDED	IF70033	52.252-2	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE
ADDED	IF70034	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
ADDED	IA70068	252.219-7003 (DEV 2013-00014)	01-AUG-2013	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013-00014)
ADDED	IA70007	252.223-7001	01-DEC-1991	HAZARD WARNING LABELS
ADDED	IS7002	52.204-4009	01-MAR-2005	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION
ADDED	IS7218	52.216-4021 (TACOM)	01-JUN-2005	REQUIREMENTS DEFINITION
ADDED	IS7070	52.219-4070	01-APR-2006	PILOT MENTOR-PROTEGE PROGRAM

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

ADDED	KA00008	252.203-7005	01-NOV-2011	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
ADDED	KA00001	252.209-7001	01-JAN-2009	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	KA00005	252.227-7017	01-JAN-2011	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
ADDED	KA00006	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
ADDED	KF70005	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY-SUPPLIES
ADDED	KF70044	52.209-7	01-JUL-2013	INFORMATION REGARDING RESPONSIBILITY MATTERS
AUTO	KF70008	52.212-3	01-OCT-2014	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2014) - ALTERNATE I (OCT 2014)
ADDED	KF70037	52.225-18	01-SEP-2006	PLACE OF MANUFACTURE
AUTO	KA70036	252.209-7993 (DEV 2014-00009)	01-FEB-2014	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00009)

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ADDED	KA70035	252.209-7994 (DEV 2014-00004)	01-OCT-2013	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEV 2014-00004)
ADDED	KA70026	252.209-7999 (DEV 2012-00004)	01-JAN-2012	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)
ADDED	KA70006	252.225-7020	01-NOV-2014	TRADE AGREEMENTS CERTIFICATE--BASIC
ADDED	KS7008	52.215-4010 (TACOM)	01-MAR-2013	AUTHORIZED NEGOTIATORS
ADDED	KS7151	52.223-4002 (TACOM)	01-OCT-2008	USE OF CLASS I OZONE-DEPLETING SUBSTANCES
ADDED	KS7147	52.225-4003 (TACOM)	01-MAR-1990	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF00007	52.212-1	01-MAY-2014	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS
ADDED	LF00023	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
ADDED	LF00024	52.214-35	01-APR-1991	SUBMISSIONS OF OFFERS IN U.S. CURRENCY
ADDED	LF00038	52.237-1	01-APR-1984	SITE VISIT
ADDED	LF00041	52.247-45	01-APR-1984	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION
ADDED	LF00042	52.247-46	01-APR-1984	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS
ADDED	LA00014	252.204-7011	01-SEP-2011	ALTERNATIVE LINE-ITEM STRUCTURE
ADDED	LA00016	252.215-7008	01-OCT-2013	ONLY ONE OFFER
ADDED	LA00017	252.239-7017	01-NOV-2013	NOTICE OF SUPPLY CHAIN RISK
CHANGED	LF60017	52.211-14	01-APR-2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE



Any contract awarded as a result of this solicitation will be [ ] DX rated order; [XX] 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)

CHANGED	LF60010	52.233-2	01-SEP-2006	SERVICE OF PROTEST
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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)

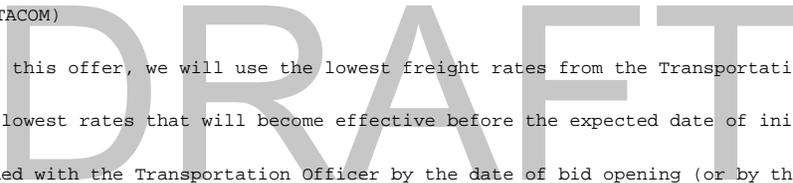
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ADDED	LF70014	52.252-1	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
ADDED	LF70015	52.252-5	01-APR-1984	AUTHORIZED DEVIATIONS IN PROVISIONS
ADDED	LS7830	52.211-4047 (TACOM)	01-DEC-2004	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)
ADDED	LS7001	52.215-4003 (TACOM)	01-MAY-2011	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
ADDED	LS7006	52.215-4404	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
ADDED	LS7998	52.215-4405	01-APR-2013	ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- DISCLOSURE STATEMENT
ADDED	LS7015	52.233-4001	01-OCT-2013	HQ-AMC LEVEL PROTEST PROCEDURES
ADDED	LS7055	52.245-4002 (TACOM)	01-MAR-1996	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED	MF00007	52.247-47	01-JUN-2003	EVALUATION--F.O.B. ORIGIN
CHANGED	MS6004	52.247-4006 (TACOM)	01-MAR-2014	METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS



(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

STCC:	6001-AP	STCC ITEM NO.:	3599990
NMFC:	STB NMF 100-AM	NMFC ITEM NO:	133300

[End of Provision]

AUTO/CHANGE	MS6457	52.247-4457 (TACOM)	01-SEP-2014	EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS
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We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 46, excluding any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (c) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excluding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

- 2 each SPCSs to Ft. Lewis, Washington
- 2 each SPCSs to Vallejo, California
- 3 each SPCSs to Dickinson, North Dakota
- 1 each SPCSs to Roswell, New Mexico
- 3 each SPCSs to Milwaukee, Wisconsin
- 3 each SPCSs to Perryville, Missouri
- 4 each SPCSs to Ft Hood, Texas

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- 3 each SPCSs to Portsmouth, Ohio
- 3 each SPCSs to Fayette, Alabama
- 7 each SPCSs to Bourne, Massachusetts
- 4 each SPCSs to Reading, Pennsylvania
- 10 each SPCSs to Asheville, North Carolina
- 1 each SPCSs to Little Rock, Arkansas

[End of Provision]

ADDED	MS7311	52.209-4011 (TACOM)	01-JAN-2001	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD
ADDED	MS7911	52.216-4006 (TACOM)	01-NOV-2007	METHOD OF PRICE EVALUATION

DRAFT