

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ➡		Rating DOA5	Page 1	of 121	Pages
2. Contract Number		3. Solicitation Number W15QKN-21-R-0025		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2021AUG23		6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By ARMY CONTRACTING COMMAND - NJ CCNJ-SL PICATINNY ARSENAL, NJ 07806-5000			Code W15QKN	8. Address Offer To (If Other Than Item 7)				

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 04:00pm (hour) local time 2021NOV22 (Date).

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

10. For Information Call: ➡	A. Name ANGELICA M. MERINO	B. Telephone (No Collect Calls)		C. E-mail Address ANGELICA.M.MERINO.CIV@MAIL.MIL
		Area Code (973)	Number 724-7422	Ext.

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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8) ➡	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

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

AWARD (To be completed by Government)

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

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANGELICA M. MERINO
Buyer Office Symbol/Telephone Number: CCNJ-SL/(973)724-7422
Type of Contract 1: Firm Fixed Price
Type of Contract 2: Time and Materials
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

Program: Remote Weapon Systems (RWS)

Description: This contemplated effort will continue procurement of new-system and spare-part production, engineering services, sustainment, and product integration, to support current and future requirements of the Common Remotely Operated Weapons Station (CROWS) a variant of Remote Weapon Systems (RWS). The program will also support new and emerging customer requirements to include the CROWS variants such as Abrams CROWS-Low Profile (LP), Navy Mk-50, and United States Marine Corps (USMC) Amphibious Remote Weapon Station (ARWS) and Stryker M151 conversion to RWS. This solicitation will result in single award.

Ceiling Amount: \$1,498,061,956.94

Minimum Guarantee: First Article Test (FAT) Non-Recurring Expenses (NRE) for the First Article Testing (FAT) and four systems of each configuration; CROWS M153 (Tan), CROWS M153A2E1 Low Profile (TAN) and CROWS M153A4 (Green). Spare parts in the amount of \$3,500,000.

If the FAT is waived following award, an equivalent dollar value of units will be ordered instead.

Solicitation Number: W15QKN-21-R-0025

Contracting Officer: Stephanie G. Kless

Contract Specialist: Angelica M. Merino

Security Level: Unclassified; however, a DD254 is required as classified information may be generated under this contract.

The following markings apply to the Technical Data Package and all associated drawings:

NOTICE TO ACCOMPANY THE DISSEMINATION OF ATTACHED CROWS TYPE 2 TECHNICAL DATA

Including: Export Control Warning, Tech Data License Rights, DoD Distr. B, & Proper Destruction/Final Disposition Notice

To obtain documents with a limited distribution, offerors are required to submit a fully executed Non-Disclosure and Non Use Agreement, and AMSTA-AR 1350 - Technical Data Request Questionnaire and a DD 2345 Military Critical Technical Agreement (certified current by the U.S. and Canada Joint Certification Office (JCO)), all of which are attachments to this Request for Proposal (RFP). Requests for this information should be sent to the POC on this RFP.

EXPORT CONTROL WARNING- This document contains technical data whose export is 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. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

SPECIAL LICENSE RIGHTS; Contract No. W15QKN-07-D-0018 Contractor Name: Kongsberg Defence & Aerospace Co. Contractor Address: Kongsberg 3601, Norway. The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by Special License Agreement No. 1, of Contract W15QKN-07-D-0018. This CROWS Type 2 Technical Data may be disclosed to and used only by the U.S. Government, and any non-US Government recipients who have executed the Use and Nondisclosure Agreement appended to Special License Agreement No. 1, with such disclosure and use restricted solely to the CROWS program purposes stated therein. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

DISTRIBUTION STATEMENT B. Distribution authorized to U.S. Government Agencies only, to protect information not owned by the U.S. Government and protected by the contractor's "Special License Rights" defined within Special License Agreement No.1. Other requests for this data shall be referred to U.S. Army Picatinny Arsenal, NJ 07806, Attn: SF&E-SDRCSW, (attn: Remote Weapons System Division, Project Manager Soldier Lethality, Picatinny Arsenal, New Jersey 07806-5000).

GENERAL INFORMATION TO OFFERORS OR QUOTERS

1. Responses must set forth full, accurate and complete information as required by this solicitation (including attachments). Fill-ins

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are provided on Standard Form (insert form numbers), and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

2. Responses must be plainly marked with the Solicitation Number and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

3. Information regarding the timeliness of response is addressed in the provision of the solicitation entitled either Late Submission, Modification and Withdrawal of Bid or Instructions to Offerors Competitive Acquisitions.

4. Procurement Information:

(X) This Procurement is unrestricted

5. Issuing Office:
U.S. Army Contracting Command New Jersey
ATTN: Angelica M. Merino
Office Symbol: ACC-NJ-SL
Picatinny Arsenal, NJ 07806-5000
Email: angelica.m.merino.civ@mail.mil

6. Point of Contact for Information:
Name: Angelica M. Merino
Title: Contract Specialist
Email: angelica.m.merino.civ@mail.mil

Or

Name: Stephanie G. Kless
Title: Contracting Officer
Email: stephanie.g.kless.civ@mail.mil

DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

****Note:** Foreign Military Sales (FMS) Orders will not have an applicable DO Rating.

*** END OF NARRATIVE A0001 ***

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Ordering Periods

B.1.1 This is a Firm-Fixed Price (FFP), Indefinite Delivery-Indefinite Quantity (IDIQ), five year contract. Each Line Item Number (LIN) within the delineated ordering periods below can be awarded multiple times during the stated ordering period. The ordering periods will be as follows:

- Ordering Period 1 = 12 months from the date of contract award.
- Ordering Period 2 = 12 months from the end of Ordering Period 1.
- Ordering Period 3 = 12 months from the end of Ordering Period 2.
- Ordering Period 4 = 12 months from the end of Ordering Period 3.
- Ordering Period 5 = 12 months from the end of Ordering Period 4.

B.1.2 The Government may award a LIN multiple times within an ordering period for quantities up to the highest range quantity. However, the quantity range does not limit the number of items the Government may order in a given ordering period. The total quantity ordered for any given item could be more than the items highest quantity range.

B.2 LINs

B.2.1 First Article Test (FAT). (See Attachment 0016 Exhibit E)

B.2.1.1 LINs 0001 to 0004 are for the systems to be used for FAT, based on a FFP for 1 Lot of a quantity of up to 4 systems. This FFP shall include all preparation, packaging and marking requirements in accordance with ASTM D 3951-98, MIL-STD- 129, and any other packaging requirements.

B.2.2 LIN 0005 is for Contract Data Requirements Lists (CDRL). This LINs shall be Not Separately Priced (NSP) (See Exhibit A)

B.2.3 LIN 0006 is for Contractor Manpower Reporting (CMR). CMR shall be proposed on applicable orders in accordance with the contractor's cost accounting system.

B.2.4 LINs 1000 to 1001 are for Field Service Technicians (FST). (Offeror shall submit their pricing information on Attachment 0016 Exhibit B)

B.2.4.1 LIN 1000 is for CONUS FST Support, based on FFP hourly rate in Attachment 0016 Exhibit B. The hourly rates shall be fully loaded.

B.2.4.2 LIN 1001 is for travel associated with FST Support. This LIN will be incorporated on a case by case basis utilizing Time and Material (T&M) LINs.

B.2.5 LIN 1100 is for Engineering Services. This LIN includes labor categories to be used for NRE efforts, based on FFP hourly rates in Exhibit C. The hourly rates shall be fully loaded. This LIN also includes material and travel cost that will be proposed, evaluated and negotiated on a Task Order basis. (Offeror shall submit their pricing information on Attachment 0016 Exhibit C)

B.2.6 LINs 2000 through 2013 are reserved for Remote Weapon Systems (RWS) systems, and shall be proposed on a Firm Fixed Price (FFP) basis. This FFP shall include all preparation, packaging and marking requirements in accordance with ASTM D 3951-98, MIL-STD- 129, and any other packaging requirements. (Offeror shall submit their pricing information on Attachment 0016 Exhibit D)

B.2.7 LINs 3000 through 3009 are reserved for RWS Kits, and shall be proposed on a Firm Fixed Price (FFP) basis. This FFP shall include all preparation, packaging and marking requirements in accordance with ASTM D 3951-98, MIL-STD- 129, and any other packaging requirements. (Offeror shall submit their pricing information on Attachment 0016 Exhibit F)

B.2.8 LINs 3100 through 3297 are reserved for Shop Replaceable Units (SRU), and shall be proposed on a Firm Fixed Price (FFP) basis. This FFP shall include all preparation, packaging and marking requirements in accordance with ASTM D 3951-98, MIL-STD- 129, and any other packaging requirements. (Offeror shall submit their pricing information on Attachment 0016 Exhibit G)

B.2.9 LINs 4000 through 4364 are reserved for Line Replaceable Units (LRU), and shall be proposed on a Firm Fixed Price (FFP) basis. This FFP shall include all preparation, packaging and marking requirements in accordance with ASTM D 3951-98, MIL-STD- 129, and any other packaging requirements. (Offeror shall submit their pricing information on Attachment 0016 Exhibit H)

B.2.10 LINs 5000 through 5050 are reserved for Kit Spares, and shall be proposed on a Firm Fixed Price (FFP) basis. This FFP shall include all preparation, packaging and marking requirements in accordance with ASTM D 3951-98, MIL-STD- 129, and any other packaging requirements. (Offeror shall submit their pricing information on Attachment 0016 Exhibit J)

B.2.11 LIN 5300 are for Depot Services. (Offeror shall submit their pricing information on Attachment 0016 Exhibit K)

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B.2.11.1 LIN 5300 is for Depot Services, and shall be incorporated utilizing T&M LINs.

B.2.11.2 All labor, including prime and subcontractor, for depot services shall use LIN 5300, based on hourly rates in Attachment 0016 Exhibit K. The hourly rates shall be fully loaded.

B.2.11.3 For all Shop Replaceable Units included in Exhibit G, materials used for depot services, including prime and subcontractor effort, shall use FFP prices. (Offeror shall submit their pricing information on Attachment 0016 Exhibit G)

*** END OF NARRATIVE B0001 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p><u>BASE CLIN FOR CDRL</u></p> <p>The below ELINs are associated with the Data Items on the Contract Data Requirements List (CDRL)(DD Form 1423), in Section J.</p> <p>(End of narrative A001)</p>				
A001	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>SERVICE REQUESTED: CDRL CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This LIN applies to Exhibit A in Section J. Contract Data Requirements Lists (CDRLs) are Not Separately Priced (NSP). Reference CDRL DD Form DD Form 1423.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>	1	LO		\$ ** NSP **
0006	<p><u>MANPOWER REPORTING</u></p> <p>SERVICE REQUESTED: MANPOWER REPORTING</p> <p>Manpower Reporting rquirements apply to Exhibit B.</p> <p>To be proposed on individual Task Orders basis IAW the Contractors Cost Accounting System. Applicable to T&M LINs only.</p> <p>Contractor Manpower Reporting (CMR): This shall be applicable for all ordering periods.</p> <p>(End of narrative B001)</p>	1	LO		\$ ** NSP **

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK
For
Remote Weapon Systems (RWS)
18 August 2021

C.1. SCOPE.

C.1.1. BACKGROUND. This Statement of Work (SOW) is for a family of remote weapon systems mounted on mobile or stationary platforms that are capable of mounting various small- to medium-caliber machine guns, missiles, rockets, and scalable non-lethal effects. The weapon system is typically externally mounted on the host platform; the target acquisition and engagement control capability is typically mounted inside the platform. The RWS provides the gunner with precise, stabilized remote weapon control and enhanced day/night target acquisition capabilities while allowing the gunner to be protected inside the platform or at a secure location.

C.1.2. The term RWS in this SOW refers to, and all requirements in this SOW are applicable to, all the configurations listed in specification GSPEC00008 (Attachment 0011) and all other applicable specifications, all items with a Contract Line Item Number (CLIN) / Line Item Number (LIN) in Section B of this contract, and any other hardware or configuration developed or modified under this Contract.

C.1.3. GENERAL SCOPE. This SOW defines the work required to fabricate, test, and deliver systems to the Government in accordance with the various Specifications, this SOW, and associated product and data deliverables. The Contractor shall also provide engineering hardware, software, and services in support of future enhancements and integrations. The Contractor shall support and sustain the systems and recapitalize previously fielded systems for future fielding.

C.2. APPLICABLE DOCUMENTS.

C.2.1. GOVERNMENT DOCUMENTS.

C.2.1.1. GOVERNMENT STANDARDS.

- MIL-STD-129R; Military Marking for Shipment and Storage; 18 Feb 2014
- MIL-STD 130N; Identification Marking of U.S. Military Property; 16 Nov 2012
- MIL-STD-882E; Standard Practice for System Safety; 11 May 2012
- MIL-STD-31000A; Technical Data Packages; 05 Nov 2009
- AR 700-127; Integrated Product Support; 11 October 2016
- AR 725-50; Requisitioning, Receipt, and Issue System; 15 November 1995
- DOD Directive 8500.01E; Information Assurance; 23 Apr 2007
- DOD Instruction 8510.01; Risk Management Framework for DoD Information Technology; 24 May 2016
- AR 25-2; Information Assurance; 04 Apr 2019
- DOD Manual 5000.01-M-1; Cost and Software Data Reporting Manual; 04 Nov 2011
- MIL-STD-1472G, ISO 9241-11 and ANSI/HFERS 200

- IEEE/EIA 12207.0 and Army Regulation 381-12

- MIL-HDBK-338B and the FMECA should be IAW DI-SESS-81495A Failure modes

C.2.1.2. OTHER DOCUMENTS.

- GSPEC00008 DETAIL SPECIFICATION SYSTEM SPECIFICATION FOR ARMAMENT SUBSYSTEM, REMOTELY OPERATED: M153 COMMON REMOTELY OPERATED WEAPON STATION (CROWS)

C.2.1.3. HANDBOOKS.

- MIL-HDBK-61A(SE); Configuration Management Guidance; 07 Feb 2001

- JSSSEH; Joint Software System Safety Engineering Handbook; 27 Aug 2010

(Unless otherwise indicated, copies of the above specifications, standards, handbooks, or publications are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094. Any documents required by manufacturers in connection with specific acquisition functions should be obtained from the contracting activity or as directed by the Procuring Contracting Officer (PCO).)

C.2.2. NON-GOVERNMENT DOCUMENTS.

- ISO/IEC 17025; General requirements for the competence of testing and calibration laboratories; 15 May 2005

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- NCSL Z540.3; Requirements for the Calibration of Measuring and Test Equipment; 08 Aug 2006
- ANSI/EIA-649-C; National Consensus Standard for Configuration Management; 17 Jun 2011
- ISO 9001:2015; Quality Management Systems Requirements; 2015
- AS9100C; Quality Management Systems - Requirements for Aviation, Space and Defense Organizations; Jan 2009
- ISO/IEC/IEEE 42010-2011; ISO/IEC/IEEE Systems and software engineering -- Architecture description

C.3. REQUIREMENTS.

The SOW takes precedence over the respective Specifications. Conflicts between the respective Specifications and other sections of the contract shall be resolved by direction of the Contracting Officer. All timeframes shall be calendar days unless otherwise specified.

C.3.1. GOVERNMENT FURNISHED PROPERTY.

C.3.1.1. LICENSES, PERMITS, CLEARANCES. The Contractor shall obtain all licenses, permits, and clearances necessary to receive, use, and store Government furnished or loaned items. The Contractor shall also meet all Government requirements for secure storage of the same in accordance to FAR 52.223-4000 and DFARS 252.223-7007.

C.3.1.2. GOVERNMENT FURNISHED MATERIAL. Government furnished material shall be used only in conjunction with this contract and shall either be incorporated into deliverables or returned at completion of this contract.

-STORM PI, II AN/PSQ-23A,C for the 60201886-08

C.3.1.3. GOVERNMENT FURNISHED SOFTWARE. Government furnished software shall be used only in conjunction with this contract and shall either be returned or destroyed at completion of this contract.

-Firmware/SW listed in TDP comprehensive Software list.

C.3.1.4. GOVERNMENT FURNISHED INFORMATION. Government furnished information shall be used only in conjunction with this contract and shall either be returned or destroyed at the completion of this contract.

- System Safety Hazard Analysis Report
- Safety Assessment Report
- CSDR Plan

C.3.1.5. GOVERNMENT FURNISHED EQUIPMENT (GFE).

-GFE listed in Attachment 0001 GFP Schedule

C.3.1.5.1. The first provided RWS of each configuration is intended for complete tear down and inspection. Additional provided RWS are intended for operational experience and interchangeability testing. Deviations from these uses may be approved by the Government at its sole discretion.

C.3.1.5.2. Government furnished property shall only be used in conjunction with this contract, unless written permission is received from the Contracting Officer. Government furnished property shall be returned at the completion of this contract.

C.3.1.6. GOVERNMENT FURNISHED SOFTWARE/INFORMATION DEFICIENCY REPORT. Any and all deficiencies found on any Government furnished software or information shall be documented in detail in a Government Furnished Information Deficiency Report to be generated and submitted within 15 calendar days of the discovery of deficiency. The Contractor shall address all elements of the Government Furnished Information Deficiency Report. (CDRL A001, DI-MGMT-80596, Government Furnished Information Deficiency Report)

C.3.1.7. QUALITY DEFICIENCY REPORT. Any and all deficiencies found on any Government furnished material or Government loaned property shall be documented in detail in a Quality Deficiency Report to be generated and submitted within 15 calendar days of the discovery of the deficiency. The Contractor shall address all elements of the Quality Deficiency Report. (CDRL A002, DI-QCIC-80736, Quality Deficiency Report)

C.3.1.8. SHIPPING OR PACKAGING DISCREPANCY REPORT. Any and all shipping or packaging discrepancies found in the shipment of any Government furnished material, Government loaned property, other Government shipments, or other shipments of Government property shall be documented in detail in a Shipping Discrepancy Report to be generated and submitted within 7 calendar days of the discovery of the discrepancy. The Contractor shall address all elements of the Shipping and Packaging Discrepancy Report. (CDRL A003, DI-MGMT-80503, Report of Shipping (Item) and Packaging Discrepancy)

C.3.2. HARDWARE/SOFTWARE SYSTEM REQUIREMENTS.

C.3.2.1. The Contractor shall produce, fabricate, test, and deliver RWS units to the Government per their respective Technical Data Package (TDP). The hardware (with test software) delivered shall be a fully operational system and satisfy all the requirements of

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GSPEC00008.

C.3.2.2. The Contractor shall produce, fabricate, test, and deliver accessory kits and spare parts for all line replaceable units, assemblies, and all individual parts to the Government per their respective TDP. The parts delivered shall satisfy all the requirements of GSPEC00008.

C.3.2.3. The Contractor shall convert RWS systems from the M151 or RWS configurations to any other feasible RWS configuration and test, and deliver to the Government. The parts delivered shall satisfy all the requirements of GSPEC00008 unless otherwise noted in this SOW.

C.3.2.4. The TDPs are provided to set the parameters within which the contractor shall build the RWS hardware. The Government does NOT warrant that all RWS built to the Technical Data Package will meet requirements or interface seamlessly with the provided software. The Government only warrants that it is possible to build RWS, within the constraints of the Technical Data Package, which meet requirements. This is represented by the RWS provided to the contractor. The contractor shall be responsible for determining how to build RWS within the constraints of the Technical Data Package that (when combined with the provided software executable code) meet all requirements as outlined in this Statement of Work and the Detail Specification.

C.3.2.4.1. The delivered RWS shall integrate seamlessly with the existing provided RWS software executable code. The delivered RWS shall meet all Detail Specification and contract requirements when integrated with the existing RWS software executable code. Source code will not be disclosed to the contractor.

C.3.2.4.2. The delivered RWS shall be built within the constraints of the Technical Data Package, and the delivered RWS components shall be seamlessly interchangeable in both directions with all existing RWS components down to the lowest individual piece/part level.

C.3.2.4.3. The components of the delivered RWS when interchanged into an existing RWS in any combination shall not degrade the performance of the RWS.

C.3.2.4.4. The performance of the delivered RWS shall meet all requirements of the Detail Specification and this Statement of Work when any combination of components from any RWS is swapped in.

C.3.2.4.5. The contractor is responsible for the development of all test hardware and test software to ensure that all RWS systems, spares, kits, and components delivered under this contract meet all test requirements/specification of the delivered TDP.

C.3.2.4.6. Human Systems Integration (HSI): When designing, developing, or modifying hardware or software with which personnel must interact (e.g., control, view, hear, comprehend, supervise etc.), the contractor shall use Human Factors Engineering/Usability Engineering design criteria and guidelines (e.g., MIL-STD-1472H, ISO 13407, ISO 9241-11, and ANSI/HFES 200) as guidance for the design of the hardware or software components. The contractor shall conduct Risk Assessments based on results of Usability tests, evaluations, or assessments of the hardware or software with which personnel must interact. The risks should relate to the HSI domains of Manpower, Personnel skills/qualifications, Training, Human Factors Engineering (a.k.a. Usability Engineering), Force Protection & Survivability, and Safety & Occupational Health (i.e., System Safety and Health Hazards). The contractor shall propose risk mitigation strategies to address the cost, schedule, and performance risks associated with human-system interaction issues; and the contractor shall propose mitigations to reduce risks to acceptable levels.

C.3.2.5. SOFTWARE.

C.3.2.5.1. Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation. Computer software in the context of this SOW also includes but is not limited to, configuration and data files; scripting; batch and command files; operating systems; board support packages; firmware; device drivers for hardware interfaces to all subsystems; interfaces for inputs and outputs to other systems to include systems simulated for testing, training, and maintenance; and algorithms, computer simulators, model-based system designs used to auto-generate code, model-based logic designs used to auto-generate HDL, and previously developed software to include commercially developed software. Support software is made up of all software and technical data that are used for, or associated with, the generation, design, development, testing, integration, acceptance, execution, verification, and validation of the application software.

C.3.2.5.2. Runtime Licenses. The Contractor shall be responsible for acquiring and transferring to the United States Government (USG), the required runtime licenses for each RWS unit are provided in the TDP.

C.3.2.5.3. Government Provided Software.

C.3.2.5.3.1. The Government will provide software executable code to the contractor for the RWS. If there is a need to make a change that will affect software and/or firmware where the Government has provided the software executable object code, the contractor shall follow the following process:

C.3.2.5.3.2. Preliminary Engineering Change Proposal. The contractor shall submit a preliminary ECP as defined in section C.3.3.5.9.4

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and provide adequate detailed technical, cost, and schedule information to support the needed change. The Government will use this as a basis for the design change decision. If the preliminary ECP is accepted by the Government, the contractor shall continue to the next section.

C.3.2.5.3.3. Detailed Planning. The contractor shall be responsible for producing and executing the detailed planning activities associated with the change. The Government will provide the contractor with estimated level-of-effort, and schedule information required to change the software executable object code in support of the contractors detailed planning activities.

C.3.2.5.3.4. Technical Information Interchange. The contractor shall provide all the technical data necessary in order for the Government to make the changes to the software executable object code. The contractor shall supply the Government with necessary hardware assets to perform software development and testing. If requested, the contractor shall provide the Government with on-site technical support to facilitate using the provided hardware assets to perform software development and testing.

C.3.2.5.3.5. The contractor shall produce change management documentation and update the Technical Data Package in accordance with C.3.3.5 to include any new software executable code part number and associated information and data provided by the Government.

C.3.2.5.4. Contractor Developed Software

C.3.2.5.4.1. The Government will act as Configuration Manager for RWS software. The Government may choose to utilize the Engineering Services portion of this contract to have the Contractor develop software. Additionally, the Contractor may wish to develop and introduce software for the RWS through an Engineering Change Proposal (ECP) to incorporate new technologies or capabilities, enhance producibility, address obsolescence, etc.

C.3.2.5.4.2. The Contractor shall follow section C.3.3.5 when performing any changes to software items. The Government may choose to provide software source code to be used as a baseline for future software changes. Changes to software performed by the Contractor shall require the following additional tasks performed and CDRLs to be developed along with any software.

C.3.2.5.4.3. Software Project Planning and Management. The Contractor shall perform the software upgrade/maintenance project planning activities and software project management activities. The Contractor shall perform software quality management activities in accordance with IEEE/EIA 12207.0. The Contractor shall assess any proposed software changes against all respective Specification requirements and determine if these changes will impact the ability to meet any Specification requirements. The Contractor shall identify Mission Critical, Reliability, and Safety Performance Characteristics (MRSC) for all RWS requirements for design impact and product quality assessment. The Contractor shall maintain a continuous bi-directional traceability of each RWS MRSC from the requirements specified at the respective Specification level to each primitive software requirement.

C.3.2.5.4.4. Software Collaboration. The Contractor shall collaboratively develop software with the USG Software Integration Lab (SIL) team under this contract throughout every stage of the development life cycle. The contractor shall be able to export/import software requirements, software design, software test, and software source code baselines with the USG SIL. The Contractor shall support a bi-weekly software collaboration meeting to cover software topics such as but not limited to: software requirements, software architecture/design, software version control, software test, software build and etc.

C.3.2.5.4.5. Software Development Environment - Software development environments include all hardware, software and supporting technical data used to upgrade/maintain, test and integrate the software as defined in the respective Specification Requirement Document. The Software Development environment shall consist of all applicable materials defined in section C.3.2.5.1 The Contractor shall develop and deliver a Software Transition Plan (STRP). The Contractor shall purchase for and provide to the USG all development environments for USG SIL use. Site licenses necessary to use the environments in the USG Software SIL for software development, integration and test shall be acquired and provided to the USG. (CDRL A030, DI-IPSC-81429A, Software Transition Plan) and (CDRL A044, DI-MCCR-80700, Computer Software Product End Items)

C.3.2.5.4.6. Software Design and Maintenance. The Contractor shall update and maintain a Unified Modeling Language (UML) model of the developed software. The Software Design shall define the nomenclature, source, data type, default value, and bounds of each data element and identifiable data structure output from or input to each and every component of the system. The Contractor shall provide the following deliverables:

C.3.2.5.4.6.1. Software Requirements Specification (SRS) - The Contractor shall maintain and provide an SRS. For each new requirement within the SRS, the Contractor shall document the Software Criticality Index (SwCI) level of the requirement and trace each requirement to the associated software function and component in the Software Design Description. The Contractor shall additionally trace the requirement to relevant test case(s), if applicable. (CDRL A031, DI-IPSC-81433A, Software Requirements Specification)

C.3.2.5.4.6.2. Interface Design Description (IDD) - The Contractor shall maintain and provide a Software IDD to support communications with any new Line Replaceable Units (LRUs). This document shall contain evidence of the Contractor's compliance with commercial standards in a table or matrix. (CDRL A032, DI-IPSC-81436A, Interface Design Description)

C.3.2.5.4.6.3. Architectural Description Document (ADD) - The Contractor shall maintain and provide an Architectural Description Document (ADD) of the software architecture in accordance with (IAW) ISO/IEC/IEEE 42010-2011. In the ADD, the Contractor shall utilize

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Kruchten's methodology of "4+1" View Model of Software Architecture as a guideline. (CDRL A033, DI-IPSC-81435A, Software Design Description (SDD))

C.3.2.5.4.6.4. Software Design Description (SDD) - The Contractor shall maintain and provide a SDD for newly implemented components. The Software Design shall define the nomenclature, source, data type, default value, and bounds of each data element and identifiable data structure output from or input to each and every component of the system. (CDRL A034, DI-IPSC-81435A, Software Design Description)

C.3.2.5.4.6.5. Software Version Description (SVD) - The Contractor shall develop, maintain and provide a complete SVD for each Computer Software Configuration Item (CSCI) for each upgrade of the software. Each SVD shall include changes and corrections made since the last USG approved software version that the upgraded version is based on. (CDRL A004, DI-IPSC-81442A, Software Version Description)

C.3.2.5.4.6.6. Human Factors Engineering (HFE) The Contractor shall maintain and provide an HFE document describing the user interface to the system. (CDRL A049, DI-MISC-80508B, Technical Report Study/Services)

C.3.2.5.4.7. Software Testing. The Contractor shall perform the software test planning activities and generate the Software Test Plan (STP) for the software. The Contractor shall perform software unit, engineering, and Formal Qualification Testing (FQT) at the CSCI.

C.3.2.5.4.7.1. Software Test Plan (STP) - The Contractor shall develop and deliver to the USG an STP. (CDRL A035, DI-IPSC-81438A, Software Test Plan)

C.3.2.5.4.7.2. Software Unit Level Test Description - The Contractor shall develop and deliver to the Government a Software Unit Test Description. The Contractor shall trace unit/engineering-level tests that relate to safety significant (SWCI 1 -4) software requirements to provide confidence the safety critical code is properly implemented and is robust to error conditions. This document shall contain the compilation of all unit/engineering level testing that was performed for each software release. (CDRL A036, DI-IPSC-81439A, Software Test Description (STD))

C.3.2.5.4.7.3. Software Unit Test Report. The Contractor shall develop and deliver to the Government a Software Unit Test Report. The test report shall contain the detailed information collected to verify and/or support empirical design data, design decision rationale, or defect resolution. This document shall contain the results of all unit/engineering level testing that was performed each software release. (CDRL A037, DI-IPSC-81440A, Software Test Report)

C.3.2.5.4.7.4. Software Test Description (STD) - The Contractor shall develop and deliver to the USG an STD. For Safety Critical Software Requirement Specifications, the Contractor shall include tests that exhibit the appropriate Level of Rigor (LOR) as guided by MIL-STD-882E, the JSSSEH and as guided by Software System Safety Implementation Process and Tasks Supporting MIL-STD-882E (JS-SSA-IG). 14 Mar 2018. For Software Requirement Specifications that require LOR-2 or LOR-1, the Contractor shall include boundary condition tests, stress tests and fault insertion tests in addition to requirements-based tests. (CDRL A038, DI-IPSC-81439A, Software Test Description)

C.3.2.5.4.7.5. Software Test Report (STR) - The Contractor shall develop and deliver to the USG an STR. (CDRL A039, DI-IPSC-81440A, Software Test Report)

C.3.2.5.4.7.6. Functional Code Analysis - The Contractor shall perform Functional Code Analysis of all non-testable requirements and deliver to the Government a Functional Code Analysis Report. (CDRL A006, DI-MISC-80711A, Scientific and Technical Reports)

C.3.2.5.4.8. Software System Safety Program (SSSP) - The Contractor shall conduct a Software System Safety Program using MIL-STD-882E and the JSSSEH as guidance. The SSSP shall fully support the System Safety Program. The SSSP shall include the necessary planning, coordinating, and engineering analysis to identify the safety significant functions (safety critical and safety related as guided by Software System Safety Implementation Process and Tasks Supporting MIL-STD-882E (JS-SSA-IG). 14 Mar 2018) of the system and establish a protocol of analysis, design, test, and verification and validation for those functions within the software development activities and establish a software criticality assessment with a level of rigor protocol for the requirements, design, code, and test of safety-significant software functions.

C.3.2.5.4.8.1. Safety Code Review (SCR) - The Contractor shall execute a full SCR and update it as necessary to verify those requirements that cannot be tested during FQT. The Contractor shall give the Government 75 days advance notice of this review and facilitate Government witnessing. The SCR shall be based on any hazards addressed in the System Safety Hazard Analysis Report (SSHAR). The Contractor will review software code vulnerabilities and provide software safety process code inspection evaluation, detailed code inspection, results and provide analysis and justification that the risks have been mitigated through the software design approach. The results shall be documented in a Safety Code Review Report. (CDRL A005, DI-MISC-80711A, Scientific and Technical Reports)

C.3.2.5.4.8.2. The Contractor shall perform a Software Functional Hazard Analysis (SwFHA) to identify and classify the system functions and the safety consequences of functional failure in accordance with Task 208 of MIL-STD-882E. The SwFHA shall include the rationale for the Software Control Category, severity level, and SWCI level of the listed functions. (CDRL A041, DI-MISC-80711A, Scientific and Technical Reports)

C.3.2.5.4.8.3. For any new software code, the contractor shall mark safety significant code header with the appropriate SwCI assignment. (CDRL A016, DI-SESS-80776A, Technical Data Package); (CDRL A040, DI-MCCR-80700, Computer Software Product End Items)

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C.3.2.5.4.8.4. The Contractor shall support reviews, certifications, boards, and audits performed by or for the Government, to include preparing and presenting briefings and responding to requests for information, IAW Task 104 of MIL-STD-882E.

C.3.2.5.4.9. The Contractor shall furnish the Government with all technical data and assets described in section C.3.2.5 in (an) updated Software Technical Data Package(s). (CDRL A040, DI-MCCR-80700, Computer Software Product End Items)

C.3.2.5.5. Government Software Integration Laboratory Availability. The Contractor may provide an RWS and/or production representative hardware/software to the Government in advance of any change for software risk mitigation or other purposes.

C.3.3. PROGRAM REQUIREMENTS. All meetings shall be conducted in English, and all documents and correspondence shall be written in English.

C.3.3.1. PROGRAM MANAGEMENT.

C.3.3.1.1. The contractor shall maintain and provide an Integrated Master Schedule covering all aspects of this Statement of Work. (A046, DI-MGMT-81650, Integrated Master Schedule (IMS))

C.3.3.1.2. The contractor shall maintain and provide a detailed Contract Work Breakdown Structure (CDRL A043, DI-MGMT-81334D, Contract Work Breakdown Structure)

C.3.3.1.3. Security Requirements.

C.3.3.1.3.1. The Contractor will have access to Controlled Unclassified Information (CUI), and classified information up to the Secret level. The Contractor will be required to have a Secret facility security clearance with up to Secret safeguarding capabilities for receiving, generating and storing classified information, material, software, and hardware. Only U.S. Citizens are authorized to work on tasks involving classified information, material, or systems. Contractor personnel shall have a favorably adjudicated Secret security clearance, at minimum, prior to perform on this contract, and prior to access to classified information/material. The Contractor will have the appropriate level of investigation and security clearance for each site of performance of work. The Contractor will observe and comply with all security provisions in effect at each selected site. In performing this contract, the Contractor will be authorized to use the services of the Defense Technical Information Center (DTIC). Automated information system processing will be required at the SECRET level at the Contractor's facility.

C.3.3.1.3.2. The Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified Confidential, Secret, or Top Secret and requires contractors to comply with: the Security Agreement (DD Form 441); Contract Security Classification Specifications (DD254); the National Industrial Security Program Operating Manual (DoD 5220.22-M); and any revisions to DoD 5220.22-M, notice of which will be furnished to the contractor.

C.3.3.1.3.3. Information or data developed under this contract belongs to the Government. The Contractor will be required to comply with DFARS SUBPART 204.73, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING. Contractor must obtain an External Certificate Authority (ECA) certificate to access, encrypt, or transmit Controlled Unclassified Information (CUI) off installation. Information regarding the External Certificate Authority can be found at <http://iase.disa.mil/pki/eca/Pages/index.aspx>. Information for Department of Defense (DoD) Safe Exchange can be found at <https://safe.apps.mil/>.

C.3.3.1.3.4. Random Antiterrorism Measures Program (RAMP) participation. Contractor personnel working on an installation are subject to participation in installation RAMP security program (e.g. vehicles searches, wearing of ID badges, etc.).

C.3.3.1.3.5. Contractor Personnel Who Require Access to Government Information Systems. All contractor employees with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system and then annually thereafter.

C.3.3.1.3.6. Information Assurance (IA)/Information Technology (IT) Training. All contractor employees and associated subcontractor employees must complete the DoD Information Assurance training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of appointment to IA/IT functions.

C.3.3.1.3.7. Contractor will acquire and need to return all issued U.S. Government Common Access Cards, installation badges, and/or access passes upon contract completion, or termination from the contract.

C.3.3.1.3.8. Access and General Protection/Security Policy and Procedures. Contractor employees with an area of performance within an Army-controlled installation, facility, or area, and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all DoD, Headquarters Department of Army (HQDA), and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may

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require changes in security matters or processes. During FPCONs Charlie and Delta, services may be discontinued/postponed due to higher threat. Services will resume when FPCON level is reduced to Bravo or lower.

C.3.3.1.3.9. For contractors requiring Common Access Cards (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI/T1) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD Federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the Federal Bureau of Investigation (FBI) fingerprint check and a successfully scheduled NACI at the Office of Personnel Management (OPM).

C.3.3.1.3.10. For contractors that do not require a CAC, but require access to a DoD facility or installation. Contractor and all associated subcontractor employees shall comply with adjudication standards and procedures using the National Crime Information Center interstate identification index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility access and local security policies and procedures (provided by Government representative), or at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

C.3.3.1.3.11. Threat Awareness Reporting Program. All contractor employees with security clearances working on any Army contract must receive annual Threat Awareness and Reporting Program (TARP) training by a Counter Intelligence (CI) agent, or other authorized designated training method, per Army Regulation 381-12, para. 2-4b. TARP. The in-person training is the preferred method and is available by contacting the local CI office to arrange for the conduct of training. The contractor shall contact the CI Office within (30) days of contract award to schedule TARP training. Once training is complete, the contractor shall provide certificates/proof of completion of training to the Contracting Officer's Representative (COR), if assigned to the contract, or to the Contracting Officer within (10) days of completion. The contractor shall contact the CI Office to schedule training for any new employee whose performance commences after award, and who did not attend the initial TARP training session. Upon completion of the TARP training, certification/proof of completion shall be provided as required in the above paragraph. In special circumstances (on deployments or in remote locations) when in-person training is not available, TARP computer based training (CBT), which has been approved by Deputy Chief of Staff (DCCS), G-2, is the only authorized online training method permitted. This alternate CBT training is only authorized in special circumstances with written approval obtained from the PCO. Upon receipt of the necessary written approval, contractor employees possessing an Army Knowledge Online (AKO) account and password or CAC may register and complete the online TARP training course by utilizing the Army Learning Management System (ALMS) at www.lms.army.mil.

C.3.3.1.3.12. The contractor shall be responsible for the development of an Operations Security (OPSEC) program, IAW Department of Defense Manual (DoDM) 5205.02-M, Army Regulation (AR) 530-1, and the PEO Soldier OPSEC plan. Contractor shall provide annual program specific OPSEC training for all contract personnel. New program personnel shall receive OPSEC training within 30 calendar days of contract assignment, and annually thereafter. OPSEC Level I awareness training is available at <http://cdsetrain.dtic.mil/opsec/index.htm>. The contractor shall submit training completion reports validating 100% completion through the COR to the PEO Soldier Security Manager by 30 September each contract year.

C.3.3.1.4. Manpower. The Contractor shall report all Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for the Army via a secure data collection site. The Contractor shall fill in all required data fields completely using the following web address: <https://sam.gov/> and click on Data Services.

C.3.3.1.4.1. Reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY), this 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. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website.

C.3.3.1.5. Cost and Software Data Reporting (CSDR)

C.3.3.1.5.1. In the performance of this contract, the Contractor shall use: documented standard CSDR process that satisfies the guidelines contained in the DOD Manual 5000.01-M-1

C.3.3.1.5.1.1. Management procedures that provide for generation of timely and reliable information for the Contractor cost data reports (CCDRs) and software resources data reports (SRDRs) required by the CCDR and SRDR data items of this contract; and the Government-approved CSDR plan for this contract, DD Form 2794, and the related Resource Distribution Table as the basis for reporting in accordance with the required CSDR data item descriptions.

C.3.3.1.5.2. The Contractor shall require CSDR reporting from Subcontractors at any tier with a subcontract that exceeds \$50 million. If, for subcontracts that exceed \$50 million, the Contractor changes Subcontractors or makes new subcontract awards, the Contractor shall notify the Government. In addition, the Contractor shall require CSDR reporting from selected Subcontractors identified in the CSDR contract plan. If the Contractor changes Subcontractors or makes new awards for selected subcontract effort, the Contractor shall notify the Government.

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C.3.3.1.5.3. The Contractor shall prepare DD Form 1921, DD Form 1921-3, and Contract Work Breakdown Structure (CWBS) Index and Dictionary. Individual CWBS element costs shall be subdivided into recurring and nonrecurring costs, as appropriate. (CDRL A042, DI-FNCL-81565C, Cost Data Summary Report (DD Form 1921)), CDRL A048, DI-FNCL-81765B, Contract Business Data Report (DD Form 1921-3)) and (CDRL A043, DI-MGMT-81334D, Contract Work Breakdown Structure).

C.3.3.2. MEETINGS.

C.3.3.2.1. Start of Work Meeting. The prime contractor shall conduct a one to two day Start of Work meeting with the Government and all major subcontractors within 21 days of contract award. The location of the review shall be at the contractors US facility. Major/key subcontractors are defined as those providing critical hardware and/or providing >10% of the primes total proposed price.

C.3.3.2.2. Integrated Product Teams. The Contractor shall participate in Integrated Product Team (IPT) meetings with the Government at regular intervals. The Contractor shall participate in separate IPT meetings for:

1. Technical - Bi-weekly
2. Quality & Production - Monthly
3. Supportability - Bi-weekly
4. Diminishing Manufacturing Sources and Material Shortages Quarterly
5. Software Collaboration Bi-weekly

The meetings will be held at the Government's discretion either by telephone, video, or web conference or at the Contractor's facility.

C.3.3.3. ENVIRONMENTAL COMPLIANCE. All activities shall comply with both U.S. federal and the federal, state, and local environmental laws and regulations at the place of performance and with, executive orders, treaties and agreements, and other guidelines designed to minimize an acquisition programs impact on the environment.

C.3.3.4. SYSTEM SAFETY.

C.3.3.4.1. System Safety Program. The Contractor shall establish and follow a system safety program in accordance with MIL-STD-882E. The Contractor shall document and implement a system safety program plan that includes the following: conducting hazard analyses and assessments as specified herein and establishing and maintaining a hazard tracking and risk resolution system for the entirety of the contract. The hazard tracking and risk resolution system shall be fully utilized by members of the chartered System Safety Working Group. If no specific analysis techniques are directed or the Contractor recommends using different techniques than those specified by the chartered System Safety Working Group or Government, the Contractor shall obtain Government approval of the techniques to be used prior to performing the analysis. Hazard tracking and risk resolution shall be an integral part of the System Safety Working Group to influence the corrective actions.

C.3.3.4.1.1. System Safety Program Plan. The Contractor shall develop and deliver a System Safety Program Plan (SSPP) in accordance with Task 102 of MIL-STD-882E NLT 30 days after contract award, and coordinate with the Government Team for review and concurrence. In addition to discussing system safety tasks referenced in Task 102, the Contractor shall develop an appendix to include a Software System Safety Program in accordance with the guidance provided in MIL-STD-882E, AOP-52, and Joint Software System Safety Handbook (JSSSEH). The appendix shall include sections dedicated to software safety management (e.g. Organization/responsibilities, resources, documentation requirements, verification/validation activities, subcontract management, process certification, and planned software safety analyses activities). Guidance for development can be found in the Software System Safety Implementation Process and Tasks Supporting MIL-STD-882E (JS-SSA-IG). The Contractor shall also include an LOR matrix that defines the specific analysis, design and test activities that will be performed for each LOR. The Contractor shall use the Software Criticality Index value that is derived from Software Safety Criticality Matrix to assign the appropriate Level of Rigor (LOR) that should be used in the software integrity assurance process to determine the amount of analysis and testing required for verification of that specific Safety-significant Software Functions. The Contractor shall include all the LOR activities at the corresponding SWCI levels within Appendix A of the Software System Safety Implementation Process and Tasks Supporting MIL-STD-882E (JS-SSA-IG). The Contractor may submit a request for waiver of completion of specific LOR activities subject to Government approval. The Contractor shall include rationale for any waived LOR activity. An updated plan shall be provided to the Government when updates or deviations are made from the approved System Safety Program Plan (SSPP), as these updates or changes must be resubmitted for approval. (CDRL A045, DI-MISC-80508B, Technical Report Study/Services) (CDRL A047, DI-SAFT-81626, System Safety Program Plan (SSPP))

C.3.3.4.2. System Safety Working Groups. The Contractor shall participate in the System Safety Working Group which shall involve Government and Contractors to coordinate all safety-related matters. This includes, but is not limited to, updating a hazard tracking and risk resolution system, discussing a fault tree analysis, and summarizing actions taken to mitigate safety concerns.

C.3.3.4.3. Accident/Incident Report. The Contractor shall immediately report to the Contracting Officer any major accident/incident (including fire) resulting in any one or more of the following: one or more fatality or disabling injury, damage to Government property exceeding \$10,000, effect on program planning or production schedules, degrading of safety of equipment under contract so that personal injury or property damage may be involved, and a potential hazard requiring corrective action. The Contractor shall prepare a report for each incident. (CDRL A008, DI-SAFT-81563, Accident/Incident Report)

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C.3.3.4.4. System Safety Hazard Analysis Report. Using the System Safety Hazard Analysis Report and its included Fault Tree analysis (FTA) and Failure Modes Effects & Criticality Analysis (FMECA) provided by the USG, the Contractor shall update and maintain the report as necessary throughout the contract as the RWS is modified or updated by any approved Engineering Change. The FTA shall include the trees for top-level faults, guided by section 7.9 of MIL-HDBK-338B and the FMECA shall be IAW DI-SESS-81495A Failure Modes, Effects and Criticality Analysis Report (CDRL A009, DI-SAFT-80101C, System Safety Hazard Analysis Report (SSHAR))

C.3.3.4.5. Safety Assessment Report. The Contractor shall conduct a safety assessment of the components, subsystems, and system for any new designs or significant changes to existing design. A Safety Assessment Report is required prior to delivering any configuration or component to the Government for testing or demonstrating. This may require preparing and delivering more than one Safety Assessment Report. The Safety Assessment Report shall contain results from the Contractor's safety assessments, hazard analyses, and testing and also contain range safety recommendations for testing at Government facilities. The SAR shall include a table that shows the completion status of the software safety LOR tasks. The table shall minimally include all the tasks from the SSPP LOR matrix. The table shall include references for artifacts that provide evidence for successful completion of each task. (CDRL A010, DI-SAFT-80102C, Safety Assessment Report (SAR))

C.3.3.5. CONFIGURATION MANAGEMENT AND CONTROL.

C.3.3.5.1. Definitions

C.3.3.5.1.1. For the purposes of this contract, the USG TDP is defined as the technical data that resides on USG Product Data Management (PDM) system.

C.3.3.5.1.2. For the purposes of this Contract, the Contractor Internal Production Data (CIPD) is defined as all technical data (including Subcontractors) used in the production of any part under this contract; excluding any technical data that is part of the USG TDP. For example, CIPD shall include, all work instructions (excluding work instructions that are part of the USG TDP), test documentation, production processes, specifications, etc.

C.3.3.5.1.3. For the purposes of this contract, the Contract Production Baseline Design (CPBD) is defined as the USG TDP plus the CIPD.

C.3.3.5.2. All configuration management requirements shall apply and be passed on to all sub-vendors.

C.3.3.5.3. Configuration Management Authority

C.3.3.5.3.1. The Government shall be the Configuration Management Authority on this contract. No changes shall be made to any item, or the USG TDP without Government approval.

C.3.3.5.3.2. The Contractor shall be the Configuration Management Authority for CIPD on this Contract. The CIPD shall be considered baselined and follow section C.3.3.5.3 upon successful completion of the FAT as detailed in section C.3.4.2. Any changes to the CIPD shall be made in accordance with the Contractor's internal Configuration Management plans and/or processes, which shall follow industry standard best practices.

C.3.3.5.3.2.1. Government approval for changes to CIPD documents is not required, provided that there is no change to the items Form, Fit, or Function as a result.

C.3.3.5.3.2.2. The Government reserves the right to request change documentation for any changes to the CIPD. Upon Government request, the Contractor shall provide the complete original and revised versions of the requested CIPD document, with changes clearly marked, listed, or highlighted. The CIPD documents provided as a result of this request may be in Contractor format. Data rights to the CIPD documents provided as a result of this request are not required.

C.3.3.5.3.3. The Government will be the design authority for this contract.However, the contractor shall be responsible for all design engineering, test, and documentation efforts necessary to meet the requirements of this contract.

C.3.3.5.3.3.1. The Contractor shall use the CAGE code 6KX34 on all new and modified drawings/documents on this effort.

C.3.3.5.4. The Contractor shall deliver and maintain a Configuration Management Plan throughout the program using the MIL-HDBK-61B (SE) as guidance, and in accordance with ANSI/EIA-649-C as necessary. The Contractor shall obtain approval from the Contracting Officer for any changes to the Configuration Management Plan. (CDRL A011, DI-SESS-80858C, Contractor's Configuration Management Plan)

C.3.3.5.5. For each item produced under this contract, all hardware, software, and firmware delivered shall be of a single design.

C.3.3.5.6. The Government has uploaded the Initial Baseline TDPs to the USG Product Data Management (PDM) system on Windchill <https://edge.pica.army.mil/CROWS-Projectlink/> . This, plus any bilaterally agreed to changes via approved ECPs shall be the Contractual Baseline TDPs.

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C.3.3.5.6.1. The Contractor shall use this Contractual Initial TDP for all production activities on this contract.

C.3.3.5.6.2. All changes made to the TDPs shall be made on behalf of the Government. The Governments rights to this data shall be as per DFAR Clauses 252.227-7013, 252.227-7014, 252.227-7015, 252.227-7025, 252.227-7027 unless otherwise explicitly agreed to in an ECP or Engineering Service modification.

C.3.3.5.7. If the Contractor wants to use an alternative PDM system instead of the USG PDM system, the Contractor may request a Contract Modification from the PCO, after mutual agreement on an alternative Configuration Management approach.

C.3.3.5.7.1. It shall be the responsibility of the Contractor to assure that all technical data maintained in the alternate PDM system reflects that in the USG TDPs on the USG PDM system.

C.3.3.5.7.2. The alternative Configuration Management approach shall address how the Contractor will migrate the USG TDP into the alternative PDM system; accuracy of the migration process; consistency between the USG and alternative PDM systems for all changes to the TDP; how the Contractor shall monitor and inform the USG of any discrepancies found between the USG and alternate PDM systems; and plan for correction of any discrepancies found.

C.3.3.5.8. Government Directed Engineering Changes.

C.3.3.5.8.1. The Government may introduce Government designs into the baseline TDP via an Engineering Change Proposal (ECP).

C.3.3.5.8.2. The ECP will contain all the necessary technical data and documentation to enable the Contractor to introduce the Government Engineering Change into the baseline TDP.

C.3.3.5.8.3. The level of testing, documentation and Non-recurring Engineering cost and schedule required will be mutually agreed upon prior to the implementation of the Notice of Revision (NOR).

C.3.3.5.9. Change Management.

C.3.3.5.9.1. Unrelated changes shall not be bundled into a single ECP.

C.3.3.5.9.2. All modifications to the Initial Baseline TDPs shall be approved by the Government prior to implementation and thoroughly tested, documented, and tracked. Parts common to more than one configuration shall, if possible, be kept consistent between configurations. (CDRL A012, DI-SESS-80639D, Engineering Change Proposal (ECP)), (CDRL A013, DI-SESS-80640D, Request for Variance (RFV)), and (CDRL A014, DI-SESS-80642D , Notice of Revision (NOR))

C.3.3.5.9.2.1. Commercial Off The Shelf (COTS) Process. For certain COTS components, that are both non-complex and non-critical; managed solely through the use of vendor data sheets; and which are used by the Contractor across multiple programs/customers/products, the Contractor may release changes to the CPBD, and present items produced to the changed CPBD for USG acceptance, without USG approval. In these situations, an ECP for USG approval is not required, and the contractor may directly submit a NOR. The NOR shall be submitted within 30 days of the change being released to the CPBD, and shall meet all the requirements of C.3.3.5.9.5.2. Any NOR submitted using the COTS process shall be clearly identified as pertaining to this process, by including "COTS Process" on the NOR. This COTS process only applies to changes where there is no change to the items Form, Fit, or Function.

C.3.3.5.9.3. The Contractor shall follow the existing RWS program numbering system for ECPs, RFDs, and NORs. ECPs, RFDs, and NORs, regardless of origin (Prime or Subcontractor), shall be numbered sequentially and consistently. ECPs, RFDs, and NORs shall explicitly state the contract(s) and configurations that they are applicable to.

C.3.3.5.9.4. The Contractor may submit a preliminary ECP for Government review and comment. Preliminary ECPs are used to address the impact of proposed changes in general terms sufficient enough for the Government to determine if final ECPs are warranted. Preliminary ECPs shall be submitted through the Government's configuration management system.

C.3.3.5.9.5. Configuration change documentation (e.g., ECP, RFD, NOR), except for preliminary requests, shall include complete original drawings and associated documentation for affected parts (highlighted to show items/areas to be changed), complete proposed change drawings and associated documentation, and the next higher assembly drawings and associated documentation. The ECPs and NORs shall include ALL related, referenced, or sub-referenced documents and drawings. If files are password controlled in any way, the password shall be provided to the Government. ECPs shall include assessment of impact to system safety and reliability, where applicable. Configuration change documentation shall include the results of both design verification testing and production representative First Article testing to adequately demonstrate that proposed changes meet all requirements. Test sample quantities for configuration change purposes should be statistically relevant but shall, at minimum, be three units unless prior written Government approval is obtained. The Governments right to this data shall be as per DFAR Clauses 252.227-7013, 252.227-7014, 252.227-7015, 252.227-7025, 252.227-7027.

C.3.3.5.9.5.1. The change documentation, including related, referenced and sub-referenced documents, shall include, but not be limited to, related 3D models, associated 2D drawings, word files, and any other editable native format files.

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C.3.3.5.9.5.2. Within 30 days of an ECP being approved; the Contractor shall submit a NOR (C.3.3.5.9.2.). The NOR shall contain all the released technical data corresponding to the USG TDP with the appropriate markings. The NOR shall contain all technical data in native format, unless it has already been delivered with the ECP. The USG TDP baseline shall be considered updated/changed upon delivery of the NOR. After delivery of the NOR, the USG shall have up to 30 days to review the NOR for errors or omissions subject to this subparagraph and require the Contractor to correct such errors or omissions within 60 days at no cost to the USG. Discovery of an error or omission against a NOR shall not affect the prior updated/changed status of the USG TDP.

C.3.3.5.9.6. Government approval of configuration change documentation shall not alleviate the Contractor's obligation to meet the respective Specification, SOW, and all other contractual requirements.

C.3.3.5.10. Configuration Status Accounting. The Contractor shall maintain a record of all changes to the original design. The Contractor shall provide, at minimum, a record of any change, narrative reason for each change, and any relevant data. For all assemblies and piece parts valued at \$100.00 or more, the Contractor shall track, record, and report on: configuration changes to each fielded unit (including units previously fielded under other contracts when they are submitted for maintenance actions), the current approved configuration, and the configuration of each produced item by serial number. (CDRL A015, DI-SESS-81253C, Configuration Status Accounting Information, 2 e-i)

C.3.3.5.11. Any ECPs or NORs shall include the complete TDP as described in in MIL-STD-31000A and complete interface documentation at the component and system level. (CDRL A016, DI-SESS-80776A, Technical Data Package) and (CDRL A017, DI-IPSC-81434A, Interface Requirements Specification)

C.3.3.6. OBSOLESCENCE MANAGEMENT.

C.3.3.6.1. The Contractor shall manage obsolescence during the entire period of the contract. This obsolescence management responsibility includes an ongoing review and identification of actual and potential obsolescence issues, including but not limited to, obsolescence of components, assemblies, subassemblies, piece parts, and material (hereafter referred to for purposes of this section only as parts and/or material).

C.3.3.6.2. The Contractor shall provide the Government with all data relevant to forecasting Diminishing Manufacturing Sources and Material Shortages (DMSMS) as part of the DMSMS CDRL. The Contractor shall participate in DMSMS IPT meetings with the Government. For each of the identified obsolete components the Contractor shall be responsible for investigating replacement parts availability, interchangeability, substitutability, and vendor interface. This information shall be included in the DMSMS CDRL. For each of the identified obsolete components the contractor shall propose to the Government, in the form of a preliminary ECP any costs associated with design engineering or test for the change. The cost for preparation of the preliminary ECP shall be the Contractor's responsibility. For each of the identified obsolete components the Contractor shall investigate last/life time buy availability to include quantities and date. This information shall be included in the DMSMS CDRL

C.3.3.6.3. The Contractor shall submit a DMSMS report at least every quarter. If a DMSMS issue is discovered that requires urgent action due to short timeline on part availability, the Contractor shall submit the DMSMS report no later than two weeks after urgent DMSMS issue is discovered. (CDRL A018, DI-MISC-80508B, Technical Report, Study/Services)

C.3.3.6.4. If directed by the PCO, the Contractor shall procure a last time buy on behalf of the USG.

C.3.3.6.5. If directed by the PCO, the Contractor shall prepare an ECP for replacement of obsolete components.

C.3.3.7. DATA INTERCHANGE. The Contractor shall obtain and install digital certificates through DISA External Certification Authority (ECA) program (<http://iase.disa.mil/pki/eca/Pages/index.aspx>) for every current and future Contractor personnel that must access the USG PDM system in support of the Program for the duration of this contract.

C.3.3.8. Cybersecurity. The Contractor shall implement Cyber Security to support Risk Management Framework as outlined in DOD Directive 8500.01E; DOD Instruction 8510.01; AR 25-2; for any new or modified software, firmware and hardware.

C.3.4. **QUALITY ASSURANCE.** The Contractor shall establish and follow, a Quality Program that shall comply with AS9100C for the prime Contractor and its majority owned subsidiaries. The program, processes, and schedules shall comply with ISO 9001:2015 for Subcontractors and non-majority owned subsidiaries. The Contractor shall permit and facilitate Government witnessing of all testing.

C.3.4.1. ACCEPTANCE INSPECTION EQUIPMENT CALIBRATION. The Contractor's Acceptance Inspection Equipment calibration system shall, at minimum, accomplish the intent of the practices in NCSL Z540.3 and ISO/IEC 17025 or equivalent. Acceptance Inspection Equipment includes, but is not limited to, all Contractor equipment used to either verify or validate that a system, subsystem, component, or item used to make up a complete identifiable system, subsystem, replacement or repaired component or item which is being presented for Government acceptance be in accordance with the contract. All Acceptance Inspection Equipment used for this purpose shall be recorded and documented with all data recorded and retained in such a manner to ensure both consistency and quality of the items to such an extent as to cause no loss of RWS reliability and capability. (CDRL A019, DI-MGMT-81979, Acceptance Inspection Equipment Report)

C.3.4.2. FIRST ARTICLE TESTING. The Contractor shall notify the Government 90 days prior to initiating the First Article Test (FAT). The

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Government may exercise a FAT at the Government's expense for any reason. A FAT, or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data; (ii) whenever there is a lapse in production or recapitalization/overhaul for a period in excess of 90 days; or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification, or source of supply. When conditions (i), (ii), or (iii) above occur, the Contractor shall notify the Contracting Officer so a determination can be made on the need for an additional FAT, or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional FAT resulting from any cause listed herein that was instituted by the Contractor and not due to changes directed by the Government shall be borne by the Contractor. The Contractor shall be responsible for planning, managing, and executing the FAT in accordance with the following:

C.3.4.2.1. The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor to determine compliance with said requirements.

C.3.4.2.2. The production units shall be manufactured with tools, materials, and methods that are the same as the tools, materials, and methods used to manufacture the First Article.

C.3.4.2.3. First Article Test Plan. The Contractor shall develop a First Article Test Plan that is acceptable to and approved by the Government prior to implementation. The plan shall address all information necessary for accomplishing the FAT as described herein and in Section 4 and the FAT table of the respective Specification. (CDRL A020, DI-NDTI-81307A, First Article Qualification Test Plan and Procedures)

C.3.4.2.4. First Article Test Report. The Contractor shall prepare and submit a First Article Test Report. The values of the actual measurements taken during the FAT shall be recorded (in addition to met or not met). (CDRL A021, DI-NDTI-80809B, Test/Inspection Report)

C.3.4.2.5. First Article Test Quantity. FATs shall be conducted on four complete units of the required configuration. Each of the four units will be assigned a number by the Government and shall be subjected to the respective tests listed in the FAT table of the respective Specification. FAT may be waived or a partial FAT could be conducted at the discretion of the Government, to be determined following award.

C.3.4.2.6. Failures During First Article Test. If any assembly, component, or test specimen fails to comply with any applicable requirement, the Contractor shall provide a detailed root cause analysis and corrective action plan. Depending on the root cause analysis and corrective action, the Contractor shall repeat the FAT in its entirety, or portion thereof, at the discretion of the Government. Depending on the corrective action, the Government may require the FAT or portion thereof to be conducted on additional First Article samples (not previously tested). The cost for all repeat testing, to include additional samples, due to failure shall be borne by the Contractor.

C.3.4.2.7. First Article Test Acceptance/Rejection. If any assembly, component, or test specimen fails to comply with any applicable requirement, the FAT may be disapproved. At the completion of the FAT and within 15 days after acceptance of the First Article Test Report, the Contracting Officer will notify the Contractor in writing of the conditional approval, approval, or disapproval of the samples. 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 the contract. A notice of conditional approval will state any further action required of the Contractor. A notice of disapproval will cite reasons for the disapproval.

C.3.4.3. PHYSICAL CONFIGURATION AUDIT (PCA). The Government may exercise a Physical Configuration Audit (PCA) at the Government's expense for any reason. The Government will select the units for PCAs. The Contractor shall perform the PCA within 60 days of the notification by the Government. The PCA shall be conducted against the respective baseline TDP maintained within the Government's configuration management system. If the Contractor builds to copies of drawings other than those maintained in the Government TDP, the Government shall have the option to have the PCA on any or all components conducted against either copy of the TDP. The Government will witness the PCAs at its discretion. Inspection of these samples shall be performed for 100% of all drawing dimensions, characteristics, and associated TDP requirements, including drawings, specifications, and Quality Assurance Provisions. The values of the actual measurements taken during the PCA shall be recorded (in addition to met or not met). The PCA Report shall document the results of all information required to be audited per the PCA Plan and any ancillary information uncovered during the audit. The report shall be submitted to the Government within 30 calendar days after completing the PCA. (CDRL A022, DI-SESS-81022D, Configuration Audit Summary Report and Certification)

C.3.4.3.1. Physical Configuration Audit Plan. The Contractor shall submit a PCA Plan (MIL-HDBK-61A (SE)), Section 8.2 and Tables 8-1 through 8-3, can be used for general guidance on acceptability). (CDRL A023, DI-SESS-81646B, Configuration Audit Plan)

C.3.4.4. Production Readiness Review(s). The Government may exercise a Production Readiness Review (PRR) at the Government's expense at the beginning of any production run. The contractor shall conduct a Production Readiness Review. The Production Readiness Review (PRR) shall be performed to formally evaluate the contractor's production readiness, identify existing or projected manufacturing problems, and areas of risk. The contractor shall deliver a PRR report after the PRR is complete (CDRL A007, DI-SESS-81924, Process Review Report)

C.3.4.4.1. The contractor shall demonstrate progress in the following areas: (1) attaining the program's production goals, (2) resolving manufacturing problems (or that a plan for their resolution acceptable to the Government has been developed), and (3)

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mitigating all production risks.

C.3.4.4.2. The contractor shall establish that the system design has included those key production factors (e.g., least cost, minimum time, manufacturing simplicity, flexibility, resource availability, lead times) necessary to assure the system will be acquired on schedule at a minimal cost. The production readiness review shall be conducted at the contractor's facility. The review date shall be contractor-proposed, Government-approved, and incorporated into the program schedule. The agenda of the PRR shall include, as a minimum and applicable, at least the following considerations:

C.3.4.4.2.1. Manufacturing Program Review to include the overall manufacturing system and detailed factors such as: manufacturing organization, responsibilities, facilities and equipment, manufacturing methods, and production flow. A status review of all production efforts for cost and schedule considerations. A status review of manufacturing technology and other previously recommended actions to reduce cost, manufacturing risk, and industrial base concerns. The identity of open production concerns which require additional direction or effort to minimize risk to the production program. A status review of production engineering efforts, tooling and test equipment demonstrations, and proofing of new materials, calibration requirements, processes, methods, special tooling, test equipment. A status of the hazard list from Environment, Safety and Occupational Health (ESOH) analysis. The status of long lead items for production, if any. A status of human related issues based on a Human Systems Integration analysis.

C.3.4.5. CONFORMANCE INSPECTION AND TEST METHODS. The Contractor is responsible for delivering hardware/software that meets all the requirements of the SOW and Specifications. The Contractor shall perform Conformance Inspection and Testing as specified in Section 4 of the respective Specification and Section E of the contract. Inspection and test methods and procedures necessary to ensure compliance with all the requirements contained herein shall be established by the Contractor. Each requirement shall be carefully analyzed and a determination made on the methods, procedures, equipment, and sequence of inspection and tests that best ensure the acceptance of those components and products which meet all requirements and rejection of those that do not. However, at minimum, the following shall be included: inspections required by Section 4 of the respective Specification and Section E of the contract and production test requirements contained in the TDP. The Contractor shall notify the Government at least 14 days prior to any Conformance Testing. A single notification may include recurring testing (e.g., every Thursday for the next three months).

C.3.4.6. SPARES, REPAIRS, RECAPITALIZATION, AND OVERHAUL CONFORMANCE INSPECTION AND TEST. The Contractor shall perform adequate verification/validation testing to ensure that all items delivered as spares or as repaired, recapitalized or overhauled items perform to the original item's specifications and do not contribute to any RWS performance degradation. The inspection and test methods and procedures necessary to ensure compliance with all the requirements contained herein shall be established by the Contractor. Each requirement shall be carefully analyzed and a determination made on the methods, procedures, equipment, and sequence of inspection and tests that best ensure the acceptance of those components and products which meet all requirements and rejection of those that do not. However, at minimum, the inspections required by Section 4 of the respective Specifications and Section E of the contract and the production test requirements contained in the TDP shall be included to the lowest level affected by the repair.

C.3.4.7. Certificate of Conformance (CoC). All new production, spare parts, repaired, recapitalized, and overhauled items shall be accompanied by a Certificate of Compliance. (CDRL A024, DI-MISC-81356A, Certificate of Compliance)

C.3.4.8. Non-Conformances (NCs). All non-conformances (NCs), including non-conformances on subcomponents and at Subcontractors, shall be identified at the highest level CoC of the product being delivered. All non-conformances, regardless of their classification as major or minor, shall be identified on the CoC along with a reference to the Request for Variance (RFV) (C.3.3.5.9.2.) approved by the USG for each NC. This requirement does not apply for repaired/overhauled item CoCs where the non-conformance has been previously accepted by the Government.

C.3.4.9. ACCEPTANCE INSPECTION/TEST DOCUMENTATION. The Contractor's quality program and detailed inspection system shall provide and retain documented and validated evidence of compliance with all specified requirements in accordance with the applicable requirements specified in the contract. The Contractor shall document the results of all receiving, in-process, and final inspection(s)/test(s) performed on components, subassemblies, final assembly, and any items delivered as spares, repaired, overhauled, or recapitalized components/systems. Actual measured values shall be documented in addition to "met" or "not met". Acceptance Inspection/Test Documentation shall be made available for Government review upon request.

C.3.4.10. RELIABILITY.

C.3.4.10.1. Status of reliability requirements based on estimates from field failures and reliability prediction shall be presented at each Design Review.

C.3.4.10.2. FAILURE REPORTING.

C.3.4.10.2.1. Root Cause Analysis (RCA). Upon the Governments request, the Contractor shall perform an RCA on the identified failing part/component. The Contractor shall propose the appropriate engineering labor hours to support the RCA. The exact engineering labor categories and associated hours for each RCA shall be proposed to support the RCA. The RCA shall include detailed analysis of the failing component, identification of the root cause of the failure, corrective actions to preclude future instances of the same failure mode. The RCAs shall include the verification of the effectiveness of the corrective actions.

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C.3.4.10.2.2. The Contractor shall collect and provide to the Government, statistics of failing Shop Replaceable Units (SRU) from systems/parts returned to Contractor. For each Line Replaceable Unit (LRU), the report shall contain number of LRUs returned to depot, and number of each SRU replaced during repair of each LRU. The number of failed components reported in the CDRL shall be broken down into monthly usage rates. This data shall be included in the Depot Maintenance Cost Report CDRL IAW paragraph C.3.6.4.5. (CDRL A028, DI-FNCL-80462, Depot Maintenance Cost Report)

C.3.4.10.2.2.1. These statistics will be used by the Government to assess compliance for system reliability in accordance with the respective Specifications. In case of systems failing to meet reliability requirements, Government approved corrective action shall be taken by the Contractor, and the Contractor shall implement increased inspection to preclude delivering components with inherent defects or defects resulting from manufacturing aberrations and to prevent the fielding of RWS that may experience higher rates of field failures. Increased inspection shall continue until the Government determines that threshold reliability requirements have been consistently met.

C.3.5. ENGINEERING SERVICES.

C.3.5.1. SCOPE.

C.3.5.1.1. This SOW defines the anticipated general engineering efforts necessary to support RWS and associated ancillary items.

C.3.5.1.2. The engineering efforts will support non-recurring efforts for introducing new configurations of RWS, RWS upgrades, integrating new weapons/sensors/effectors, integrating RWS on new platforms requiring unique development, and engineering to support upgrades to RWS software.

C.3.5.1.3. This SOW outlines the basic categories of anticipated non-recurring engineering efforts required to support the RWS during the contract period. The specific engineering efforts required will be detailed in separate SOWs and awarded to the Contractor through modification of the base contract as required to support the specific efforts.

C.3.5.2. REQUIREMENTS. For each engineering effort, a Letter of Contemplation (LOC) will be issued by the Government. The contractor shall propose the appropriate engineering labor hours to support the effort in accordance with the labor categories and rates in Attachment 0016. The exact engineering labor categories and associated hours for the specific efforts shall be proposed to support each separate SOW and awarded to the Contractor through a subsequent Task Order, or modification to an existing order.

C.3.5.2.1. The Contractor shall propose engineering service for non-recurring efforts for RWS upgrades including, but not limited to, the following: sight packages; stabilization hardware; user interface hardware (e.g., control grip, touch screen); weapons adaption kits; and hardware for reliability/enhancements, networking, and sensors. The Contractor may also be required to design, fabricate, and test hardware (design verification testing) to support the above upgrades.

C.3.5.2.2. The Contractor shall propose engineering service for non-recurring efforts for integrating on RWS new weapons/effectors including, but not limited to, the following: existing or future weapons (e.g., MK47, XM806, 30mm link fed chain gun); coaxial mounted weapons (e.g., M240, M249); missile systems (e.g., Javelin, Stinger); rockets; and non-lethal systems (e.g., dazzle laser, 66mm grenade launcher). The Contractor may also be required to design, fabricate, and test hardware (design verification testing) to support the above integrations.

C.3.5.2.3. The Contractor shall propose engineering service for non-recurring efforts for modifying and/or integrating the RWS on new and unique platforms including, but not limited to, the following: turret-on-turret applications (e.g., M1A2, M1200); fixed installation sites (including applications where the gunner is located far from the weapon station); Unmanned Ground Vehicles; marine vessels; and aircraft. The Contractor may also be required to design, fabricate, and test hardware (design verification testing) to support the above integrations.

C.3.5.2.4. The Contractor shall propose engineering service for non-recurring efforts for developing and upgrading RWS software including, but not limited to, the following: software and firmware support to Government modifications/enhancements to existing software, separate software source code subroutines and firmware to support hardware enhancements, and software source code subroutines and firmware to support hardware changes due to manufacturing obsolescence issues. The Contractor may also be required to design, fabricate, and test hardware and software (design verification testing) to support the above software and firmware upgrades.

C.3.5.2.5. The Contractor shall propose engineering service for non-recurring efforts for hardware changes including, but not limited to, the following: alternate sources for component/shop replaceable units/line replaceable units, changes to RWS for unit production cost reduction and manufacturability upgrades, and performance enhancements. The Contractor may also be required to design, fabricate, and test hardware (design verification testing) to support the above upgrades.

C.3.5.2.6. The Contractor shall propose engineering service for developing documentation, data, and review efforts including, but not limited to, the following: Technical Data and/or Publications, National Maintenance Work Requirement/Depot Maintenance Work Requirement, Provisioning, Safety Documentation, and Reviews. The Contractor may also be required to prepare, validate, verify, authenticate, and deliver the above.

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C.3.5.2.7. The Contractor shall propose engineering service for the design, development, incorporation, and/or integration of new configurations of RWS. This shall include, but not be limited to, previously designed RWS and new design work. The Contractor may also be required to design, fabricate, and test hardware (design verification testing) to support the above upgrades.

C.3.5.2.8. The Contractor shall propose engineering service to provide on-site engineering expertise for testing, installation or investigation of failures at locations in the Continental United states (CONUS). This shall include, but not be limited to, previously designed systems and new design work.

C.3.5.3. DELIVERABLES. The Contractor shall provide deliverables to support the non-recurring engineering efforts required to support RWS as specified herein, in the base contract CDRL list, and in the detailed SOW for each specific effort.

C.3.5.4. PACKAGING.

C.3.5.4.1. As applicable and based on approved changes to the RWS, the Contractor shall develop and submit ECPs for modifications to the current preservation, packing, and marking. ECPs shall be reviewed and approved by the Government prior to implementation. The current footprint (length and width) of the pack shall not increase unless a contractual modification specifically permits it.

C.3.5.4.2. The Contractor shall include the Government Furnished Boresight Kit in the package for each delivered RWS system.

C.3.5.5 The Contractor shall document proposed changes using the configuration management requirements of paragraph C.3.3.5.

C.3.5.6. All technical data including hardware and software developed or modified under each engineering effort shall be fully documented and provided to the Government with rights, in accordance with DFARS 252.227-7013, 252.227-7014, 252.227-7015, 252.227-7025, 252.227-7027.

C.3.5.7. For all efforts that require a Design Review the Contractor shall deliver Conceptual Design Drawings. (CDRL A029, DI-SESS-81001E, Conceptual Design Drawings/Models)

C.3.6. INTEGRATED PRODUCT SUPPORT (IPS)

C.3.6.1. The Contractor shall establish an Integrated Product Support program as an integral part of the RWS Production and or development process and ensure realistic application of each IPS element. The Contractor shall assess the impact of design changes on each of the IPS elements, identify risks to include achieving the necessary support for each of the IPS elements, and outline strategies to mitigate these risks. This assessment shall be documented in the Integrated Logistics Support Plan. The objective in this phase is to ensure the program develops an integrated logistics system that meets production and or development requirements, sustains system performance specifications, manages operating and support costs, optimizes the logistics footprint, and complies with environmental and other logistics-related regulations. The Contractor shall use MIL-HDBK-502A, AR 700-127, and the Defense Acquisition University (DAU) IPS Guidebook as guides for the IPS effort. The Contractor shall plan required support actions and provide the transition of all data, files, information, and records established and/or maintained under this contract to the Government. The Integrated Support Plan shall address how the Contractor shall interface with and support the 12 IPS elements as detailed in MIL-HDBK-502-A and DAU IPS guidebook.

C.3.6.2. WARRANTY PROGRAM.

C.3.6.2.1. The Contractor shall conduct a warranty program for a period of two years from the date of delivery of each production system to ensure that any workmanship or material deficiency of any delivered system is corrected by the Contractor without additional cost to the Government. Warranty shall not apply to spare parts or repairs.

C.3.6.2.2. The Contractor shall install outstanding retrofit actions as applicable during warranty repair and perform verification testing.

C.3.6.2.2.1. For retrofit items, additional warranty shall only apply to the retrofit component and associated labor.

C.3.6.2.2.2. The Government will be responsible for shipping items returned for warranty service, and the Contractor shall be responsible for shipping costs for returning the warranted item to the Government within CONUS. Turnaround time for warranty repair shall be in accordance with paragraph C.3.6.4.6. The Contractor shall prepare and provide to the Government a Warranty Performance Report for the term of the warranty program. (CDRL A025, DI-SESS-81639A, Warranty Performance Report, tailored)

C.3.6.2.2.3. If any Government furnished part is the critical failure part in a warranted item, the Contractor is not responsible for the warranty of that item.

C.3.6.3. FIELDING, OPERATIONAL, SUPPORT.

C.3.6.3.1. The Contractor's Field Service Technicians shall provide support for testing, fielding, training, operating, and field and sustainment maintenance. The Field Service Technicians (FSTs) shall successfully receive training per the Program of Instructions, be approved by the Contracting Officer or Contracting Officer's Representative (COR) as trainers, and support the training of

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individuals/crews involved in the operation and maintenance at field and sustainment maintenance levels. The Contractor shall provide Field Service Technicians to the Area of Operations in support of and in conjunction with Government Field Service Representatives. The Field Service Technicians shall be ready for deployment within 30 days prior notice applies. Contractor will not be accountable for delays arising from USG security clearance or base clearance.

C.3.6.3.2. Field Service Technicians are expected to provide support to outlying Government properties associated with a particular installation to include but not limited to: ranges, airfields, training facilities, etc

C.3.6.3.3. The Field Service Technician travel and other travel related costs will be invoiced based on actual costs incurred. Typically, JTR do not apply to a Contractor's representative and/or Contractor's employee under a contract with Department of Defense (DoD); however, the rules, regulations, and allowances as stated in the JTR will be used as a basis to determine the fairness and reasonableness of the actual travel costs invoiced to the Government.

C.3.6.3.4. The Contractor is responsible for providing all clothing; equipment (tools; special tools; computer; and test, measurement and diagnostic equipment); lodging; and transportation required for performing repair, training, and technical support (information /data /guidance) to Government Field Service Representatives and individual units for operation and maintenance of RWS. If a GSA vehicle is required to gain access to a worksite, the Government will arrange for a vehicle on an as needed basis. Government will also provide adequate office space and workspace to perform the specified work.

C.3.6.3.5. A valid SECRET security clearance may be required for Field Service Technician support at designated worksites. Contractor/FST shall be responsible for meeting the security specification requirements in DD 254 , and this SOW. A SECRET security clearance would be required for the duration of the Field Service Technician support at the designated worksite.

C.3.6.3.6. Weekly Significant Activity Reports (WSAR)
The contractor shall deliver WSARs by Government collaborative data exchange within three business days of the week's completion. The WSAR shall include the following:

1. System Serial Number
2. Operating Hours of System, LRU and/or Component
3. Description Of The Failed Line Replaceable Unit (LRU) Or Equivalent Component
4. Part Number/NSN (NSN) Of Failed RWS LRU or Equivalent Component
5. A Description of The Reported Fault Occurring Within LRU Or Battle Damage Of The LRU, Major Subassembly, Subsystem Or System
6. Verified Failure (Actual Fault Detected At Unit Level)
7. Corrective Action Taken, E.G. Remove and Replaced LRU (R&R at Unit Level)
8. Time Required To Complete Repair (Unit Level)
9. Not Repairable This Station (NRTS) Designation, I. E. Depot Repairable (If Item Requires Evacuation For Depot Repair)
10. Parts Consumed In Repair (Report R&R of LRUs at Unit-Level Maintenance)
11. Weapon Installed At Time of Failure (Some Failures May Be Weapon Related)
12. If travel is required, travel location, travel duration and associated travel costs

(CDRL A026, DI-MGMT-80911, Technical Assistance Activity Accomplishments Report)

C.3.6.3.7. Government Notification. Contractor shall furnish FST contact information to include Name, Telephone number, E-mail address, Home address, Social Security Number and other pertinent information 30 days prior to FST start of work date. In the case of a FST replacement at a permanent duty station, Government shall be notified at least two weeks prior to replacement FST start of work date. Replacement FST shall be on site at least one week prior to outgoing FST leaving his/her duty station. This practice allows outgoing FST to transition current tasks and upcoming tasks without a lapse in support.

C.3.6.4. DEPOT SETUP AND OPERATION.

C.3.6.4.1. Depot Setup.

C.3.6.4.1.1. The Contractor shall manage and maintain a depot-level maintenance and repair capability for components to include overhaul, recapitalization, warranty repairs, all Subcontractor repair actions, and other support required to return the system (new, existing, and recapitalized), assemblies, or components to a serviceable condition. The depot shall also be able to recapitalize/repair the entire end item/system and perform battle-damage repair. If field maintenance does not have the capability to repair a particular component or system-level failure, that component or system is designated a "Not Repairable This Station" item and forwarded to the next higher repair authority: the depot. The depot shall receive recapitalization/repair/warranty items as depot-repair candidates and do the following: tear down (as necessary), diagnostic test and evaluation, fault isolation, failed component repair, and repair verification testing; prepare and maintain depot repair history and other appropriate depot documentation; and ship repaired assets as directed by the COR. Depot-level repair shall be conducted in accordance with the latest approved hardware/software configuration. All repairable assets shall be marked in accordance with paragraph C.3.6.6.

C.3.6.4.1.2. The Contractor shall manage and maintain a depot-level maintenance and repair/recapitalization/overhaul capability for RWS components with the appropriate skilled personnel, equipment, and processes to meet all requirements herein. The Contractor shall report

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depot operations status, including shipping and receiving. (CDRL A027, DI-MGMT-80442, Report of Receipts, Inventory, Adjustments and Shipments of Government Property) and (CDRL A003, DI-MGMT-80503, Report of Shipping (Item) and Packaging Discrepancy)

C.3.6.4.1.3. The Contractor shall furnish all services, facilities, labor, parts, materials, equipment, and tools (other than Government Furnished Property (GFP)) necessary to accomplish depot-level repairs required to return items to condition code A as defined by AR 725-50. The prime Contractor is responsible for coordinating all Subcontractor repair efforts and directing all Subcontractor depot-level activities.

C.3.6.4.2. Time and Materials Depot Operations

C.3.6.4.2.1. For each system or component that may be returned to depot for repair during the contract period of performance, the Contractor shall perform the repair. The contractor shall invoice the Government the actual labor and material cost for the repair. The material cost shall be invoiced at the actual cost of the material used either from those costs contained in exhibit G or in the event the material used is not contained in exhibit G the actual material cost shall be invoiced. The following is the list of allowable cost for the repair.

- a. Costs of the diagnostics and test and evaluation of the unserviceable asset
- b. Repair and verification labor hours by category, rolled up labor cost.
- c. Materials required to repair, rolled up material cost.
- d. If the repair cost is 65% or more of the current replacement value the LRU shall be demilitarized and the cost of demilitarization shall be invoiced.

C.3.6.4.3. Depot repairs shall be performed per the Government provided technical data and any authorized modifications to it.

C.3.6.4.4. For each LRU received the contractor shall perform visual inspection with internal inspection, perform diagnostics and document functional testing results. Each LRU shall be categorized into one of three categories 1) scrap, 2) No Evidence Of Failure (NEOF) or 3) repair. Parts or systems whose repair cost is estimated to be higher than 65% of the current replacement value shall be considered scrap. For LRUs that are categorized as Scrap or NEOF the Contractor shall invoice the actual cost of diagnostic test and inspection and the cost of Scrap where applicable.

C.3.6.4.5. Report. The Contractor shall submit a Depot Maintenance Cost Report every 90 days that includes a breakdown of labor categories, labor hours, labor rates, materials, and material prices per Contractor and Subcontractor line item repair. The Depot Maintenance Cost Report shall include the average LRU repair cost for each LRU during the reporting periods (CDRL A028, DI-FNCL-80462, Depot Maintenance Cost Report)

C.3.6.4.6. Turn Around Time (TAT). All depot-level repairs shall be completed by the Contractor or its Subcontractors and inspected and accepted by a Government Quality Assurance representative as soon as possible but not longer than 60 days (180 days for systems) from the date when the Contractor receives the article. Turnaround time is defined as the time between when the Contractor receives the article and the repair completion. Any ECPs incorporated during the repair shall not cause an increase in turnaround time. The prime Contractor is responsible for coordinating all Subcontractor repair efforts and directing all subcontractor depot-level activities.

C.3.6.4.7. Receipt of Non-RWS & Miscellaneous Equipment

C.3.6.4.7.1. Unless otherwise directed by the Contracting Officer, upon receipt of non-RWS and miscellaneous equipment, the Contractor shall proceed as follows.

- a) Identification & Inventory: the Contractor shall identify and inventory the equipment received.
- b) Inspection: the equipment shall be inspected to ensure it complies with safety regulations.
- c) Repack and Prepare for Shipment: once the equipment is identified, inventoried and inspected, it shall be prepared for shipment. This includes placing the equipment in a box or other intermediate packaging and into a RWS sized crate. Larger items shall be secured and prepared for shipment. Items that cannot be placed in a RWS-sized crate, such as ammunition, hazardous material, or other items prohibited by law, shall be separately secured and prepared for shipment.
- d) Documentation: a copy of the inventory list shall be placed on the inside and outside of crate. A copy shall also be furnished to the DCMA and designated Government representative.
- e) Shipping: final shipment will be directed by the Government once the crate has been filled to capacity

C.3.6.4.7.2. All additional items not identified on this contract that the Contractor may receive in the crates will be shipped to Tobyhanna Army Depot, Pennsylvania, e.g. bore sight kits and components.

C.3.6.5. PACKAGING AND MARKING. All Government owned assets shall be packaged and marked in accordance with Section D and MIL-STD-129R and MIL-STD-130N. All Government owned assets shall be properly labeled as such.

C.3.6.5.1. Parts with shelf life shall have the shelf life code and expiration date (ref: Attachment 0012) designated on the part packaging label.

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C.3.6.6. TRANSPORTATION. The Contractor shall make available for transportation all on-hand assets that have been directed for release by the Government in accordance with storage site processing times based on priority and location. Storage site processing time is defined as from the date and time the shipping instructions are received by the Contractor until the date and time materiel is delivered to on-site customers or the transportation agent for off-site deliveries. Storage site processing time shall be equal to or less than the time frame specified in the shipping instructions. The assets shall meet all Section D marking and shipping requirements. All shipment transactions shall be accurately recorded. (CDRL A027, DI-MGMT-80442, Report of Receipts, Inventory, Adjustments, and Shipments of Government Property)

C.3.6.7. ITEM UNIQUE IDENTIFICATION (IUID). The Contractor shall implement specific IUID marking IAW MIL -STD-130 and the IUID requirements specified in the clause at DFARS 252.211-7003. The Contractor shall apply IUID markings to all LRUs defined in Attachment 0013. The IUID marking method and location shall be defined in the TDP drawing for each IUID candidate. The contractor shall input the IUID information for each LRU into the WAWF IUID registry and update the registry every time IUID labels are updated.

C.3.7. INTELLECTUAL PROPERTY/DATA RIGHTS - Any and all data (including technical data, computer software, and computer software documentation) generated or developed by the contractor, while performing under this contract, shall be provided to the Government with the license rights in accordance with the FAR and DFARS CLAUSES, including as noted below. The data shall include, but not limited to, changes/modifications made to the Initial Baseline TDP provided by the Government, Contractor Developed Software, Configuration Management data, ECP data, Obsolescence Management and Control data, and Engineering Management data.

*** END OF NARRATIVE C0001 ***

For the avoidance of doubt the references in the below paragraphs are referring to the NIST SP 800-17, not the Statement of Work above.

IMPLEMENTATION OF ENHANCED SECURITY PROTECTIONS FOR CONTRACTOR INFORMATION SYSTEMS STATEMENT OF WORK LANGUAGE

1. System Security Plan and Plans of Action and Milestones (SSP/POAM)
Reviews

(a) Within thirty (30) days of contract award, unless otherwise notified by the Government, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the Contractor's facility. The SSP(s) shall describe how the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 security requirements are implemented as required by Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract, and identify all applicable Commercial and Government Entity Code codes affected. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

(b) If the Government determines that the SSP(s) does not adequately describe how the NIST SP 800-171 security requirements are implemented, then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a Plan of Action and Milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

(c) Upon conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

(d) The Government may, in its sole discretion or in response to a cyber incident, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government may conduct reviews at any time upon thirty (30) days' notice to the Contractor.

2. Compliance to NIST SP 800-171

(a) The Contractor shall fully implement the Controlled Unclassified Information (CUI) Security Requirements (Requirements) in NIST SP 800-171 in effect at the time the solicitation is issued or as authorized by the Contracting Officer, or establish a SSP(s) and POAMs) that varies from NIST SP 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

(b) Notwithstanding the allowance for such variation, the Contractor shall identify in any SSP and POAM their plans to implement the following NIST SP 800-17 requirements, at a minimum.:

(1) Implement Requirement 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, a combination of physical and logical protections acceptable to the Government may be substituted;

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(2) Implement Requirement 3.1.5 (least privilege) and associated Requirements, and identify practices that the Contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Requirement 3.1.12 (monitoring and control remote access sessions)-Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods;

(4) Audit user privileges on at least an annual basis;

(5) Implement Requirement 3.13.11 (Federal Information Processing Standards (FIPS) 140-2 validated cryptology or implementation of National Security Agency- or NIST-approved algorithms (i.e., FIPS 140-2 Annex A: Advanced Encryption Standard (AES) Or Triple Data Encryption Standard (DES) or compensating controls as documented in a SSP and POAM));

(6) Implement Requirement 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which can be evaluated by the Government Program Manager for risk to the program;

(7) Implement Requirement 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3. Cyber Incident Response:

(a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period in DFARS clause 252.204-7012), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact. Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx . In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

(b) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

4. Army Counterintelligence (CI) Outreach

The Contractor shall engage, whenever practicable, with Army CI industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting Army programs and technologies; and make Contractor personnel available for threat briefings specific to foreign intelligence threats to Army programs and technologies.

5. Army CI/Industry Monitoring

(a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Army CI, which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor, or vendor logs that show network activity, including any additional logs the Contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

(b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor will coordinate with Army CI to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by the Army CI, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an Army CI network device shall be the subject of a separate agreement negotiated between Army CI and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by Army CI. Use of this alternative approach shall also be the subject of a separate agreement negotiated between Army CI and the Contractor.

(c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

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SECTION D - PACKAGING AND MARKING

COMMERCIAL PACKAGING REQUIREMENTS

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

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

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, desiccants, water-proof and/or water-vapor-proof barriers.

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

2. Unit package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of the unit package shall be a container such as a sealed bag, carton or box.

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

3. Intermediate Package

3.1 Intermediate Packaging - The use of intermediate packaging is required whenever one or more of the following conditions exist:

- a. The quantity is over one (1) gross of the same national stock number.
- b. Use enhances handling and inventorying.
- c. The exterior surface of the unit pack is a barrier bag.
- d. The unit pack is less than 64 cubic inches.
- e. The weight of the unit pack is less than five (5) pounds and no dimension is over twelve (12) inches.

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

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of the minimum cube to contain and protect the items.

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

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

6. Marking

6.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in

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accordance with MIL-STD-129, Revision R, Date 18 February 2014 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.

7. Hazardous Materials

7.1 A hazardous material is defined as a substance which has been determined by the Department of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Title 49 CFR and other applicable modal regulations effective at the time of shipment.) Ammunition and explosives (Hazard Class 1) are special cases and must be properly hazard classified and registered with the competent authority of the United States (Department of Transportation).

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

- a. International Air Transport: International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air
- b. International Vessel Transport: International Maritime Dangerous Goods Code (IMDG)
- c. Domestic Transport: Code of Federal Regulations (CFR) Title 49
- d. Military Air Transport: Joint Service Regulation AFMAN24-204/TM38-250/NAVSUP PUB 505/MCO P4030.19/DLAM 4145.3.

7.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the regulations of the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

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

8. Wood Packaging Materials - Heat Treatment and Marking of Wood Packaging Materials: In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 continuous minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

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

10. Commercial packaging requirement shall apply to this procurement

Bar Code Requirements: 2D BAR CODES REQUIRED

-Detailed Requirements shall apply to this procurement.

a. Enter Detailed Preservation and Packaging Requirements: SEE ATTACHMENTS 0019 - 0024 IN SECTION J SPECIAL PACKAGING INSTRUCTIONS (SPI)

- Attachment 0019 AM60201888-01 - SPI MAIN FRAME ASSEMBLY_COMBINED
- Attachment 0020 AM60201886-17 - SPI ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153
- Attachment 0021 AM60201886-16 - SPI ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153

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- Attachment 0022 AM60201886-13 - SPI ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153
- Attachment 0023 AM60201886-08 - SPI ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153A2E1
- Attachment 0024 AM60201886-11 - SPI ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153A4

- b. Enter Detailed Packing Requirements: SEE ATTACHED SPECIAL PACKAGING INSTRUCTIONS
- c. Enter Detailed Marking Requirements: PER MIL-STD-129 AND SPI REQUIREMENTS
- d. Enter Detailed Unitization Requirements: PER MIL-STD-2073-1 AND SPI REQUIREMENTS

Unitization Drawing: Standard:

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

e. Enter Applicable Exception(s)/Special Notes to Packaging Requirements:

1) Wood Packaging Materials - Heat Treatment and Marking of Wood Packaging Materials: In accordance with the requirements of International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). WPM is defined as wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frames, and cleats. Packaging materials exempt from the requirements are materials that have undergone a manufacturing process such as corrugated fiberboard, plywood, particleboard, veneer and oriented strand board. All WPM shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 continuous minutes) lumber and certified by an accredited agency recognized by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). All materials must include certification markings in accordance with ALSC standards and be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp. Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

2) Marking: In addition to any special marking and markings called out by the Special Packaging Instruction or drawing All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision R, dated February, 2014, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the unit load.

Government Furnished Material (GFM) Transportation Requirements:

1) Nomenclature of Item(s) being Procured: Small Tactical Optical Rifle Mounted Micro Laser Range Finder, NSN 5855-01-535-1905 or Small Tactical Optical Rifle Mounted Product Improvement Micro Laser Range Finder, NSN 5855-01-600-0486 (for Class 08 and Class 11 variants of CROWS only)

-Number of Items Being Procured and the Delivery Schedule: ONE ITEM PER CROWS ORDERED. DELIVERY 60 DAYS AFTER CONTRACT AWARD.

-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER

-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds

- Security Classification of the Material to be Shipped: Unclassified

- Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard

classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)

-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Item is not AA&E

-Government Furnished Property (GFP): Yes

2) Nomenclature of Item(s) being Procured: M6 Dischargers, Smoke, Countermeasures, P/N 13-12-400, NSN: 1040-01-383-4114

-Number of Items Being Procured and the Delivery Schedule: (for Class 11 variants of CROWS only, quantity of four per system) DELIVERY

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60 DAYS AFTER CONTRACT AWARD.

-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER

-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds

-Security Classification of the Material to be Shipped: Unclassified

-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)

-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Item is not AA&E

-Government Furnished Property (GFP): Yes

3) Nomenclature of Item(s) being Procured: Remote Weapon Charging Handle Adapter, P/N 19200-13058665

-Number of Items Being Procured and the Delivery Schedule: ONE ITEM PER CROWS ORDERED. DELIVERY 60 DAYS AFTER CONTRACT AWARD.

-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER

-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds

-Security Classification of the Material to be Shipped: Unclassified

-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)

-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Item is not AA&E

-Government Furnished Property (GFP): Yes

4) Nomenclature of Item(s) being Procured: M2 Heavy Barrel, caliber .50 Flexible Machine Gun, NSN: 1005-00-322-9715

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.

-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER

-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds

-Security Classification of the Material to be Shipped: Unclassified

-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)

-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II

-Government Furnished Property (GFP): Yes

5) Nomenclature of Item(s) being Procured: M2A1, Heavy Barrel, caliber .50 Flexible Machine Gun with quick change barrel, NSN 1005-01-511-1250

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.

-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER

-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds

-Security Classification of the Material to be Shipped: Unclassified

-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)

-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II

-Government Furnished Property (GFP): Yes

6) Nomenclature of Item(s) being Procured: MK19 MOD3, 40mm Grenade Machine Gun, NSN: 1010-01-490-9697

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.

-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER

-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds

-Security Classification of the Material to be Shipped: Unclassified

-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)

-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II

-Government Furnished Property (GFP): Yes

7) Nomenclature of Item(s) being Procured: MK47 Grenade Machine Gun 40mm (GMG)

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.

-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER

-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds

-Security Classification of the Material to be Shipped: Unclassified

-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)

-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II

-Government Furnished Property (GFP): Yes

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8) Nomenclature of Item(s) being Procured: H&K 40mm Grenade Machine Gun

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.
-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER
-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds
-Security Classification of the Material to be Shipped: Unclassified
-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)
-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II
-Government Furnished Property (GFP): Yes

9) Nomenclature of Item(s) being Procured: M240; 7.62mm Machine Gun (MG); with rails, bipods, NSN: 1005-01-025-8095

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.
-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER
-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds
-Security Classification of the Material to be Shipped: Unclassified
-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)
-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II
-Government Furnished Property (GFP): Yes

10) Nomenclature of Item(s) being Procured: M240B; 7.62mm Machine Gun; with rails, bipods; NSN: 1005-01-412-3129

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.
-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER
-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds
-Security Classification of the Material to be Shipped: Unclassified
-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)
-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II
-Government Furnished Property (GFP): Yes

11) Nomenclature of Item(s) being Procured: M240L; 7.62mm Machine Gun; with rails, bipods; NSN: 1005-01-549-5837

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.
-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER
-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds
-Security Classification of the Material to be Shipped: Unclassified
-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)
-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II
-Government Furnished Property (GFP): Yes

12) Nomenclature of Item(s) being Procured: MK48 Mod 1, 7.62mm Machine Gun, NSN: 1005-01-539-4164

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.
-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER
-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds
-Security Classification of the Material to be Shipped: Unclassified
-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)
-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II
-Government Furnished Property (GFP): Yes

13) Nomenclature of Item(s) being Procured: M249, 5.56mm Squad Automatic Weapon, with rails and bipods, NSN: 1005-01-127-7510

-Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.
-Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER
-Estimated Weight of the Item in its Shipping Container: Less than 200 pounds
-Security Classification of the Material to be Shipped: Unclassified
-Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)
-Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II
-Government Furnished Property (GFP): Yes

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14) Nomenclature of Item(s) being Procured: M134/MK49 Mod 0, 7.62mm Gatling Gun (GG), NSN: 1005-00-903-0751/1005-01-521-6165

- Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.
- Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER
- Estimated Weight of the Item in its Shipping Container: Less than 200 pounds
- Security Classification of the Material to be Shipped: Unclassified
- Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)
- Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category II
- Government Furnished Property (GFP): Yes

15) Nomenclature of Item(s) being Procured: FGM-148 Javelin Missile, NSN: 1427-01-475-8172

- Number of Items Being Procured and the Delivery Schedule: ONE (1) item to be procured. DELIVERY 60 DAYS AFTER CONTRACT AWARD.
- Destination of Delivered Items: AS REQUIRED PER DELIVERY ORDER
- Estimated Weight of the Item in its Shipping Container: Less than 200 pounds
- Security Classification of the Material to be Shipped: Unclassified
- Identify the DOT container marking (Proper Shipping Name and UN Number) and the hazard classification (for explosives only). DOT Container Marking: Non Hazardous (No DOT Marking Required)
- Transportation Security Category for Arms, Ammunition or Explosives (AA&E) as categorized in DoD 5100.76-M: Category I
- Government Furnished Property (GFP): Yes

*** END OF NARRATIVE D0001 ***

Additional Packaging Instructions are provided as Attachments 0019 - 0024.

*** END OF NARRATIVE D0002 ***

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SECTION E - INSPECTION AND ACCEPTANCE

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001
E-4	52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE	AUG/1996
E-5	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-7	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

(a) The contractor shall comply with the higher-level quality standard(s) listed below.

Title: Requirements
ISO 9001:2015 (21 Oct 2015) or equivalent
Other Requirement: See C.3.4 Of the SOW FOR QMS Requirements

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SECTION F - DELIVERIES OR PERFORMANCE

Required RWS Production Rates:

Up to 50 systems per month no later than 180 days after award*.

Ramp up from 50 systems per month to a surge requirement of up to 150 systems per month within four months of PCO direction.

*For orders awarded in accordance with Section H0001 H.1. Cumulative Quantity Pricing, after award shall be replaced with after the end of the award Cumulative Quantity Period as defined in H.1.2.

Required Spares Production Rates:

Up to production capacity of 50 LRUs/SRUs/spares/KITS per month for each LRUs/SRUs/spares/KITS no later than 180 days after award*. LRUs/SRUs/spares/KITS separated exclusively by color, are form, fit, function similar, or share a common part number shall be combined for the purposes of capacity.

*For orders awarded in accordance with Section H0001 H.1. Cumulative Quantity Pricing, after award shall be replaced with after the end of the award Cumulative Quantity Period as defined in H.1.2.

Notwithstanding the surge requirement, the cumulative production rate for both RWS and LRUs shall not exceed the maximum production rate plus fifty percent of the maximum LRU production rate per LRU. Unless otherwise directed in a Delivery Order by the PCO, RWS shall take precedence over LRUs.

For the purposes of this definition, "LRU" shall mean the highest assembly of a RWS and may be replaced in the operational environment.

For the purposes of this definition, "SRU" shall mean a subassembly or component of an LRU.

For the purposes of this definition, "spares" shall mean any article that is not a service, RWS, LRU, SRU, or a KIT.

Ramp up from 50 LRUs/SRUs/spares/KITS per month for each LRUs/SRUs/spares/KITS to a surge requirement of up to 150 per month within four months of PCO direction.

Required Recapitalization/Overhaul/Reset Production Rates:

Up to 50 systems per month no later than 180 days after award*.

*For orders awarded in accordance with Section H0001 "H.1. Cumulative Quantity Pricing", "after award" shall be replaced with "after the end of the award Cumulative Quantity Period as defined in H.1.2."

Ramp up from 50 per month to a surge requirement of up to 150 per month within four months of PCO direction.

Required Conversions Rate:

Up to 50 conversions per month after 180 days from award*.

Ramp up from 50 per month to a surge requirement of up to 150 per month within four months of PCO direction.

*For orders awarded in accordance with Section H0001 H.1. Cumulative Quantity Pricing, after award shall be replaced with after the end of the award Cumulative Quantity Period as defined in H.1.2.

*** END OF NARRATIVE F0001 ***

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

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F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-8	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010

F-9 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION DEC/2019

Insert N/A, N/A, N/A, N/A, and N/A in the blanks in paragraph (b)(1)(ii)(B) within the above referenced clause.

F-10 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION MAR/2016

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"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.

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"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459 .

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The Contractor shall deliver all items under a contract line, 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: See Attachment 0013 UNIQUE ITEM IDENTIFIER

(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: See Attachment 0013 UNIQUE ITEM IDENTIFIER

(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 0013.

(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 0013.

(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

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unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

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

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

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

(ii) The issuing agency code--

- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.

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

(1) Unique item identifier.

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

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

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

** Once per item.

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

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

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(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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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018

(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.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items--

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Invoice and Receiving Report (Combo)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in

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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	W15QKN
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)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

Ogden Help Desk; disa.ogden.esd.mbx.cscassig@mail.mil; 866-618-5988, 801-605-7095

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. Cumulative Quantity Pricing

H.1.1 Applicability. For applicable LINs, the Government shall receive the benefit of total items ordered during a Cumulative Quantity Period (CQP), as defined in the following subparagraph. This clause applies to contract LINs as specified in subparagraph.

H.1.2 Definition of Cumulative Quantity Period (CQP). The CQP ends 90 days after that item is first ordered. The total quantities of all applicable items ordered during the CQP shall be summed for the purposes of determining the applicable CQP Matrix (Attachment 0015) and unit price of each item.

H.1.2.1 The total of all quantities ordered under each individual production unit, conversion, Integration kit and spare, regardless of color configuration, during a given CQP shall be summed to determine the applicable CQP Matrix (Attachment 0015) for that CQP for all LINs for all items. Items separated exclusively by color, are form, fit, function similar, or share a common part number shall be combined for the purposes of determining the applicable CQP Matrix (Attachment 0015) for that CQP for all LINs for all items.

H.1.2.2 If orders are placed during the CQP achieve the higher range for any items as described in H.1.2.1, then any subsequently placed orders during that CQP shall receive pricing from the higher range, regardless of the quantities on contract. In other words, all subsequent pricing for that CQP shall be at least as advantageous to the Government as those prices in the higher range.

H.1.2.3 In the event that items, as described in H.1.2.1, were previously priced using one range and subsequent orders placed during the CQP make another matrix applicable for the CQP, retroactive repricing shall be applied to all items on contract during that CQP in accordance with paragraph H.1.4.

H.1.3 Calculation of Cumulative Quantity. For the duration of each CQP, the total quantities of all related items, as described in H.1.2.1, on contract during the CQP shall be summed for the purposes of determining which quantity range applies for the purpose of pricing a given line item. (Attachment 0015)

H.1.4 Retroactive Repricing. When an order is placed during a given CQP which includes items for such affected items had previously been placed on contract during the same CQP, the price of those affected items previously on contract shall be retroactively repriced unilaterally by the Government to consider the higher quantities. In the event of any contract actions which REDUCES the cumulative quantity of any affected item on contract in a given CQP, all affected line items shall be retroactively repriced unilaterally by the Government on the basis of the new lower cumulative quantity.

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

Data and Software Rights. Data and Software rights are covered under Defense Federal Acquisition Regulation Supplement (DFARS) clauses: 252.227-7013, Rights in Technical Data - Non-commercial Items; 252.227-7014, Rights in Noncommercial Software and Noncommercial Computer Software Documentation; 252.227-7015, Technical Data Commercial Items; 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and 252.227-7027, Deferred Ordering of Technical Data or Computer Software.

Data Rights Assertions. Pursuant to the content and formatting requirements for Data and Software Rights Assertions set forth in DFARS 252.227-7017, Offerors are required to specifically identify Data/Software Rights Assertions related to all technical data and software deliverables (at the base contract level and task order level). As indicated in DFARS 252.227-7017(e), an Offeror's failure to submit, complete, or sign the aforementioned Data and Software Rights Assertions with its offer may render the offer ineligible for award.

Further, the contractor shall comply with the restrictive marking requirements set forth in DFARS 252.227-7013(f) and DFARS 252.227-7014(f).

Patent Rights. FAR clauses 52.227-1, Authorization and Consent; 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement; 52.227-3, ALT II, Patent Indemnity; 52.227-6, Royalty Information; and 52.227-9, Refund of Royalties; as well as DFARS clause 252.227- 7038, Patent Rights--Ownership by the Contractor (Large Business), cover patent rights.

*** END OF NARRATIVE I0001 ***

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN/2020
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-9	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN/2020
I-10	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-11	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-12	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2020
I-14	52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT/2016
I-15	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-16	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-17	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
I-18	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN/2020
I-19	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-20	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-21	52.210-1	MARKET RESEARCH	JUN/2020
I-22	52.211-5	MATERIAL REQUIREMENTS	AUG/2000

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I-23	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-24	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/2020
I-25	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-26	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-27	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- MODIFICATIONS	JUN/2020
I-28	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	JUN/2020
I-29	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	JUN/2020
I-30	52.215-14	INTEGRITY OF UNIT PRICES	JUN/2020
I-31	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-32	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-33	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	JUN/2020
I-34	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN/2020
I-35	52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	JAN/2017
I-36	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-37	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) -- ALTERNATE II (APR 2018)	APR/2018
I-38	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-39	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT	JUN/2020
I-40	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-41	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-42	52.222-29	NOTIFICATION OF VISA DENIAL	APR/2015
I-43	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN/2020
I-44	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-45	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	AUG/2018
I-46	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT	MAY/2014
I-47	52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT/2020
I-48	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT/2015
I-49	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-50	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN/2020
I-51	52.224-3	PRIVACY TRAINING	JAN/2017
I-52	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-53	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-54	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-55	52.227-9	REFUND OF ROYALTIES	APR/1984
I-56	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL/2014
I-57	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-58	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-59	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB/2013
I-60	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-61	52.232-1	PAYMENTS	APR/1984
I-62	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-63	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-64	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-65	52.232-11	EXTRAS	APR/1984
I-66	52.232-17	INTEREST	MAY/2014
I-67	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-68	52.232-25	PROMPT PAYMENT	JAN/2017
I-69	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-70	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-71	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-72	52.233-1	DISPUTES	MAY/2014
I-73	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-74	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-75	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-76	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-77	52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN/2017

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	Regulatory Cite	Title	Date
I-78	52.242-13	BANKRUPTCY	JUL/1995
I-79	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-80	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-81	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV/2020
I-82	52.245-1	GOVERNMENT PROPERTY	JAN/2017
I-83	52.245-9	USE AND CHARGES	APR/2012
I-84	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-85	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) -- ALTERNATE I (APR 1984)	APR/1984
I-86	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-87	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-88	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-89	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-90	52.248-1	VALUE ENGINEERING	JUN/2020
I-91	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-92	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-93	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-94	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-95	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-96	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-97	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-98	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-99	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
I-100	252.203-7004	DISPLAY OF HOTLINE POSTERS	AUG/2019
I-101	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-102	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	APR/2020
I-103	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-104	252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	FEB/2019
I-105	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-106	252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT/2016
I-107	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
I-108	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-109	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
I-110	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020
I-111	252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT	NOV/2020
I-112	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-113	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-114	252.209-7009	ORGANIZATIONAL CONFLICT OF INTEREST -- MAJOR DEFENSE ACQUISITION PROGRAM	MAY/2019
I-115	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-116	252.215-7015	PROGRAM SHOULD-COST REVIEW	NOV/2019
I-117	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
I-118	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	MAY/2019
I-119	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-120	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-121	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-122	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-123	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-124	252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS--BASIC	SEP/2014
I-125	252.223-7008	PROHIBITION OF HEXVALENT CHROMIUM	JUN/2013
I-126	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	DEC/2017
I-127	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2017
I-128	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2020
I-129	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-130	252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE	DEC/2018

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		MILITARY COMPANIES	
I-131	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	DEC/2019
I-132	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
I-133	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-134	252.225-7039	DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	JUN/2016
I-135	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-136	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-137	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN	OCT/2020
I-138	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
I-139	252.227-7000	NON-ESTOPPEL	OCT/1966
I-140	252.227-7002	READJUSTMENT OF PAYMENTS	SEP/2019
I-141	252.227-7003	TERMINATION	AUG/1984
I-142	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-143	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014) -- ALTERNATE II (MAR 2011)	MAR/2011
I-144	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-145	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-146	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-147	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
I-148	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-149	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-150	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-151	252.227-7032	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)	JUN/1975
I-152	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
I-153	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-154	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-155	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-156	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-157	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-158	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-159	252.232-7011	PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS	MAY/2013
I-160	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
I-161	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-162	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM--BASIC	NOV/2014
I-163	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	DEC/2019
I-164	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-165	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-166	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-167	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-168	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN/2021
I-169	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-170	252.245-7000	GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY	APR/2012
I-171	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-172	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	JAN/2021
I-173	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-174	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC/2017
I-175	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-176	252.246-7004	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS	OCT/2010
I-177	252.246-7006	WARRANTY TRACKING OF SERIALIZED ITEMS	MAR/2016
I-178	252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	AUG/2016
I-179	252.246-7008	SOURCES OF ELECTRONIC PARTS	MAY/2018
I-180	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-181	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-182	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	JUN/2020

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I-183	52.229-7	TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS	FEB/2013

Insert -TBD- (name of foreign government) in two blanks in paragraphs (b)(1) and (c); insert -TBD- (name of country) in three blanks in paragraphs (b)(1) and (c) within the above referenced clause.

I-184	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003
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Under DoD 5105.38-M, LOAs for requirements for the governments of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force) shall provide that all U.S. Government contracts resulting from the LOAs prohibit the reimbursement of contingent fees as an allowable cost under the contract, unless the contractor identifies the payments and the foreign customer approves the payments in writing before contract award.

I-185	252.225-7047	EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT	JUN/2013
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Insert NONE in the blank in paragraph (b) within the above referenced clause.

I-186	52.209-3	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING	SEP/1989
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(a) The Contractor shall test 4 unit(s) of each configuration Lot/Item TBD as specified in this contract. At least 90 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 30 calendar days from the date after completion of test to the Contracting Officer marked First Article Test Report: Contract No. TBD, Lot/Item No. TBD . Within 15 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the 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 acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government.

(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.

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(End of Clause)

I-187 52.216-18 ORDERING AUG/2020

(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 Schedule. Such orders may be issued from -TBD- through -TBD-.

(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) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I-188 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the lowest quantity range for each line item number, 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 \$1,498,061,956.94;

(2) Any order for a combination of items in excess of \$1,498,061,956.94; or

(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

(End of Clause)

I-189 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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in the Schedule as the minimum.

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days from the end of the last Ordering Period.

(End of Clause)

I-190 52.219-10 INCENTIVE SUBCONTRACTING PROGRAM OCT/2014

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBzone small business, small disadvantaged business, and women-owned small business concerns in performing this contract, it will receive -1- percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractors efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

(End of Clause)

I-191 52.227-3 PATENT INDEMNITY (APR 1984) -- ALTERNATE II (APR 1984) APR/1984

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as construction work) under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to --

(1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(c) This patent indemnification shall cover the following items:

All commercial and non-commercial deliverables under the contract.

(End of Clause)

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I-192 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS AUG/2012

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

- (i) Performed by the Contractor;
- (ii) Performed by the Subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliated of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Governments interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a

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common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractors established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modification necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractors payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractors written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the

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Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the completion voucher and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

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

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

I-193 52.243-7 NOTIFICATION OF CHANGES JAN/2017

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within TBD (to be negotiated) calendar days from the

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date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

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

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

- (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor

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identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

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

(End of Clause)

I-194 52.244-2 SUBCONTRACTS JUN/2020

(a) Definitions. As used in this clause

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

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

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

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

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

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

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

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(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: -2-

(End of clause)

I-19552.246-18WARRANTY OF SUPPLIES OF A COMPLEX NATUREMAY/2001

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

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include data.

(b) Contractors obligations.

(1) The Contractor warrants that for 730 days all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractors warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractors warranty shall extend to the modification or other work.

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(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractors plant and return.

(6) All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractors warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price --

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractors plant, to repair or replace, at the Contractors election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractors plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 15 days. The Contractor shall submit to the Contracting Officer a written recommendation within 30 days as to the corrective action required to remedy the breach. After the notice of breach, but not later than 15 days after receipt of the Contractors recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractors warranty in paragraph (c)(3) of this clause shall be 15 days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 15 days thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(End of Clause)

I-196 52.246-20 WARRANTY OF SERVICES MAY/2001

(a) Definitions.

Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 90 days after performance of service.

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This notice shall state either --

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.
- (End of Clause)

- I-197 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
- (a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.
- (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
Reference Attachment 0001 - Government Furnished Property		
(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.		
(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.		
(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.		
(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--		
(1) For the development, production, manufacture, or purchase of AA&E; or		
(2) When AA&E will be provided to the subcontractor as Government-furnished property.		
(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.		
(End of clause)		

- I-198 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/2015
- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

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(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from DFARS PGI 225.74 DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES.

(End of clause)

I-199 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT JUN/2020
(a) Definitions. As used in this clause--

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

- (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
- (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

- (i) Conducting an internal investigation; or
- (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

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(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

- (i) Have a written code of business ethics and conduct; and
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

- (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

- (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.
- (ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

- (i) The Contractors internal control system shall--
 - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

- (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
- (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.
- (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the

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Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

- (1) Monitoring and auditing to detect criminal conduct;
- (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.
- (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.
- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (End of clause)

I-20052.204-19INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONSDEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-20152.204-25PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEOAUG/2020

SURVEILLANCE SERVICES OR EQUIPMENT

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

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The Peoples Republic of China.

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"Covered telecommunications equipment or services" means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an

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entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil> . For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil> .

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I-202 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability

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requirement of FAR 15.408(k).

(End of Clause)

I-203 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION NOV/2020
(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is ``not dominant in its field of operation'' when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts--
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards> .

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code ____ assigned to contract number ____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor 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 (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor 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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB 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 (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor 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.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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I-204 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION JUL/2020
2020-00019)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$83,099 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$182,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

I-205 52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUN/2020

(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 Federal Acquisition Regulation (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 valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, 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.

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(End of clause)

I-20652.222-36EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIESJUN/2020

(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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, 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)

I-20752.223-3HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATAJAN/1997

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

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

Material (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.

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(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-208 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL JUN/2016
HYDROFLUOROCARBONS

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" 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 that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) 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).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to <http://www.sam.gov/>, for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

(End of clause)

I-209 52.230-2 COST ACCOUNTING STANDARDS JUN/2020

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

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(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

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

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

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

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

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

(End of clause)

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(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; and 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose, in effect on the date of award of this contract, as indicated in 48 CFR 9904.

(2) (Cost Accounting Standard (CAS)-covered Contracts Only). If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 48 CFR 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the U.S. Government.

(3)(i) Follow consistently the Contractors cost accounting practices. A change to such practices may be proposed, however, by either the U.S. Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c) that the change is desirable and not detrimental to the interests of the U.S. Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the U.S. Government.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the U.S. Government. Such adjustment shall provide for recovery of the increased costs to the U.S. Government, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C.6621(a)(2)) for such period, from the time the payment by the U.S. Government was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS rule, or regulation as specified in 48 CFR 9903 and 48 CFR 9904 and as to any cost adjustment demanded by the U.S. Government, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

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

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause prescribed in Federal Acquisition Regulation (FAR) 30.201-4 shall be inserted.

(2) The requirement in this paragraph (d) shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-211 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III SEP/2016

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under Title III of Defense Production Act (50 U.S.C. App. 2091-2093).

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

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(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

I-212 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of Clause)

I-213 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES NOV/2020

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

(b) The use in this solicitation or contract of any DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I-214 252.223-7001 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.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies--

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- (1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and
- (2) For which shipping documents bear the notation specified in paragraph (e) of this clause.
- (e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall--
- (1) Consign the shipments to the appropriate--
- (i) Military department in care of the Contractor, including the Contractor's delivery address; or
- (ii) Military installation; and
- (2) Include the following information:
- (i) Prime contract number and, if applicable, delivery order number.
- (ii) Number of the subcontract for foreign supplies, if applicable.
- (iii) Identification of the carrier.
- (iv)(A) For direct shipments to a U.S. military installation, the notation: "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify Commander, Defense Contract Management Agency (DCMA) New York, ATTN: Customs Team, DCMAE-GNTF, 201 Varick Street, Room 905C, New York, New York 10014, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates."
- (B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify Commander, DCMA New York, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractors plant and no duty-free entry certificate is required due to a trade agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMA New York, is required.)
- (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).
- (vi) Estimated value in U.S. dollars.
- (vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.
- (f) Preparation of customs forms.
- (1)(i) Except for shipments consigned to a military installation, the Contractor shall--
- (A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and
- (B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA NY for execution of any required duty-free entry certificates.
- (ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.
- (2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.
- (g) The Contractor shall--
- (1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;
- (2) Consign the shipment as specified in paragraph (e) of this clause; and

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- (3) Mark on the exterior of all packages--
- (i) "UNITED STATES GOVERNMENT", DEPARTMENT OF DEFENSE"; and

(ii) The activity address number of the contract administration office administering the prime contract.
- (h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice--
- (1) The Contractors name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than--

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if--

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) Subcontracts. The Contractor shall--

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for--

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts--

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

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(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

I-216 252.225-7975 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (DEVIATION AUG/2020
2020-00022)

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

I-217 252.229-7001 TAX RELIEF--BASIC APR/2020

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractors government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ (Offeror insert)

RATE (PERCENTAGE): _____(Offeror insert)

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractors invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Governments exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

I-218 252.237-7999 REQUIREMENT FOR ACCOUNTING FIRMS USED TO SUPPORT DEPARTMENT OF MAR/2019
DEFENSE AUDITS (DEVIATION 2019-00007)

(a) This clause only applies if the Contractor is an accounting firm providing financial statement auditing or audit remediation services to the Department of Defense in support of the audits required under 31 U.S.C. 3521.

(b) For each contract action under this contract (including award, renewal, or amendment), the Contractor shall provide to the Contracting Officer a statement setting forth the details of any disciplinary proceedings with respect to the accounting firm or its associated persons before any entity with the authority to enforce compliance with rules or laws applying to audit services offered by accounting firms, if there has been any change with regard to such proceedings since the last contract action.

(c) The Government will safeguard and treat as confidential all statements provided pursuant to this provision where the statement has been marked "confidential" or "proprietary" by the Contractor. Statements so marked will not be released by the Government to the public pursuant to the Freedom of Information Act request, 5. U.S.C. 552, without prior notification to the Contractor and opportunity for the Contractor to claim an exemption from release. The Government will treat any statement provided pursuant to this section as confidential to the extent required by any other applicable law.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DD FORM 1423 - CONTRACT DATA REQUIREMENTS LIST (CDRL)	18-MAY-2021	051	EMAIL
Attachment 0001	GOVERNMENT FURNISHED PROPERTY	05-MAY-2021	005	EMAIL
Attachment 0002	AMSTA-AR FORM 1350	05-MAY-2021	002	EMAIL
Attachment 0003	DD FORM 2345	05-MAY-2021	002	EMAIL
Attachment 0004	NON -DISCLOSURE AND NON-USE AGREEMENT PROGRAM MANAGER SOLDIER LETHALITY	05-MAY-2021	003	EMAIL
Attachment 0005	RECEIPT OF CROWS TECHNICAL DATA PACKAGE	05-MAY-2021	001	EMAIL
Attachment 0006	USE AND NON-DISCLOSURE AGREEMENT BETWEEN USG AND XXX FOR CROWS SLA NO 1 TYPE 2 DATA	05-MAY-2021	004	EMAIL
Attachment 0007	DISCLOSURE OF LOBBYING ACTIVITIES	05-MAY-2021	002	EMAIL
Attachment 0008	PA FORM 3002 CLEARANCE OF TECHNICAL INFORMATION FOR PUBLIC RELEASE	05-MAY-2021	002	EMAIL
Attachment 0009	CONTRACT ADDENDUM QUALITY ASSURANCE REQUIREMENTS	05-MAY-2021	005	EMAIL
Attachment 0010	CROWS SECURITY CLASSIFICATION GUIDE	01-MAY-2015	017	EMAIL
Attachment 0011	CROWS DETAIL SYSTEM SPECIFICATION GSPEC00008	06-OCT-2020	154	EMAIL
Attachment 0012	SHELF LIFE CODE DESCRIPTION	05-MAY-2021	001	EMAIL
Attachment 0013	UNIQUE ITEM IDENTIFIER ITEM LIST	05-MAY-2021	001	EMAIL
Attachment 0014	ADDITIONAL SOLICITATION REQUIREMENTS	05-MAY-2021	005	EMAIL
Attachment 0015	RWS CUMULATIVE QUANTITY PRICING DISCOUNT	05-MAY-2021	001	EMAIL
Attachment 0016	EXHIBIT'S B - K PRICE MATRIX	05-MAY-2021	001	EMAIL
Attachment 0017	DD 254 SL W15QKN-21-R-0025	05-MAY-2021	012	EMAIL
Attachment 0018	PAST PERFORMANCE QUESTIONNAIRE	05-MAY-2021	003	EMAIL
Attachment 0019	SPI AM60201888-01 - MAIN FRAME ASSEMBLY_COMBINED	05-MAY-2021	002	EMAIL
Attachment 0020	SPI AM60201886-17 - ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153	05-MAY-2021	009	EMAIL
Attachment 0021	SPI AM60201886-16 - ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153	05-MAY-2021	009	EMAIL
Attachment 0022	SPI AM60201886-13 - ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153	05-MAY-2021	009	EMAIL
Attachment 0023	SPI AM60201886-08 - ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153A2E1	05-MAY-2021	011	EMAIL
Attachment 0024	SPI AM60201886-11 - ARMAMENT SUBSYSTEM, REMOTELY OPERATED M153A4	05-MAY-2021	009	EMAIL
Attachment 0025	DEPOT MAINTENANCE HISTORICAL DATA CONSOLIDATED	12-JUL-2021	001	EMAIL

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

For FAR clauses: <https://www.acquisition.gov/>
For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-5	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAR/2020

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332994.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (x) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDAdesignated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.

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(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

X (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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K-7 52.227-7 PATENTS--NOTICE OF GOVERNMENT LICENSEE APR/1984

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is -1, and the royalty rate is -2-. If the offeror is the owner of, or a licensee under the patent, indicate below:

- [] Owner
- [] Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

(End of Provision)

K-8 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS NOV/2020
Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

___ (i) Paragraph (e) applies.

___ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

Name of Offeror or Contractor:

- ____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- ____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- ____ (iii) 252.225-7020, Trade Agreements Certificate.
- ____ Use with Alternate I.
- ____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- ____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.
- ____ Use with Alternate I.
- ____ Use with Alternate II.
- ____ Use with Alternate III.
- ____ Use with Alternate IV.
- ____ Use with Alternate V.
- ____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.
- ____ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K-9
 252.225-7046
 EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION
 JUN/2013

(a) Definitions. The definitions of "Approved Community", "defense articles", "Defense Trade Cooperation (DTC) Treaty", "export", "Implementing Arrangement", "qualifying defense articles", "transfer", and "U.S. DoD Treaty-eligible requirements" in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:

N/A

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

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(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and the implementing regulations of the Department of State in 22 CFR 126.16 (Australia), 22 CFR 126.17 (United Kingdom), and 22 CFR 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the DTC Treaties, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall--

(1) Comply with the requirements and provisions of the applicable DTC Treaties, the Implementing Arrangements, and corresponding regulations (including the ITAR) of the U.S. Government and the government of Australia or of the United Kingdom, as applicable; and

(2) Prior to the export or transfer of a qualifying defense article--

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, as applicable, including any criminal, civil, and administrative penalties or sanctions contained therein.

(g) Representation. The offeror shall check one of the following boxes and sign the representation:

[] The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

Name/Title of Duly Authorized Representative Date

[] The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

Name/Title of Duly Authorized Representative Date

(h) Subcontracts. The offeror shall flow down the substance of this provision, including this paragraph (h), but excluding the representation at paragraph (g), to any subcontractor at any tier intending to use the DTC Treaties in responding to this solicitation.

(End of provision)

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer; or

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(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision
 _____ [insert full name of person(s) in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K-11 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) OCT/2014

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

K-12 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT OCT/2020

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the

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performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K-13 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION OCT/2020

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations. (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K-14 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCT/2018

(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,

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corrective plans, or inspection of deliverables.

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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, which can be accessed via <https://www.sam.gov> .

(End of provision)

K-15 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION JUL/2020

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

_____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/> ; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in

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any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/> ; or

_____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--
 - (i) Waived application under U.S.C. 2593e(d) or (e); or
 - (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

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

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"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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)

K-17 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

K-18 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2020

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Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____.

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____.

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2)

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of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

(End of provision)

K-19 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-20 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as _____.

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(End of Provision)

K-21 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION DEC/2019

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

K-22 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION DEC/2019

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

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(End of provision)

K-23 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE JUL/2009
CERTIFICATE

(a) Definitions. Commercial derivative military article, commercially available off-the-shelf item, produce, required form, and specialty metal, as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of--

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

K-24 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT MAY/2020
SYSTEMS--REPRESENTATION (DEVIATION 2020-00015)

(a) Prohibition. Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring--

(1) An unmanned aircraft system (UAS), or any related services or equipment, that--

(i) Is manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China;

(iii) Uses a ground control system or operating software developed in the Peoples Republic of China or by an entity domiciled in the Peoples Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the Peoples Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured--

(i) In the Peoples Republic of China; or

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- (ii) By an entity domiciled in the Peoples Republic of China.
 - (b) Representations. By submission of its offer, the Offeror represents that it will not provide or use--
 - (1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and
 - (2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.
- (End of provision)

K-25 252.225-7974 REPRESENTATION REGARDING PERSONS THAT HAVE BUSINESS OPERATIONS WITH FEB/2020
THE MADURO REGIME (DEVIATION 2020-00005)

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

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."

"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means--

 - (1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;
 - (2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and
 - (3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.
- (b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.
- (c) Representation. By submission of its offer, the Offeror represents that the Offeror--
 - (1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or
 - (2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROPOSAL SUBMISSION

1. PROPOSAL SUBMISSION REQUIREMENTS

a. Each volume shall be submitted electronically via DOD SAFE. Any portion of the proposal that is changed (as a result of negotiations or proposal revisions) shall be annotated and dated. Each volume shall be clearly labeled with its Title.

b. Each paragraph shall be single spaced, and shall be separated by at least one space. A standard, 12-point minimum font size applies. Only Arial or Times New Roman fonts are required. Tables and illustrations may use a reduced font size no less than 8-point and may be produced in landscape mode.

c. The following volumes of material shall be submitted:

Volume	Title	Digital Copies	Maximum Pages
I	Management	1	75
II	Technical	1	75
III	Sustainment	1	75
IV	Cost/Price	1	No page limit
V	Past Performance	1	No page limit
VI	Small Business Participation	1	No page limit
VII	Solicitation, Offer and Award Documents, and Certifications/Representations	1	No page limit

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government.

2. PROPOSAL FILES

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and Request for Proposal (RFP) number in the header and/or footer. A Table of Contents shall be created using the Table of Content feature in MS Word. MS Word (doc) files shall use the following page setup parameters:

Page Size, Width 8.5
Page Size, Height 11

The following additional restrictions apply:

b. File Packaging. All of the proposal files shall be compressed (zipped) into one file entitled proposal zip using WinZip version 6.2 or later, or as separate uploads in read-only format, using PDF files. Files shall be in read-only format, using PDF files. All price breakdown information to aide in the cost/price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2016 with all formulae intact. **Please note Self extracting exe files are not acceptable.

c. Submission Instructions. Offerors shall submit electronic response files through the DoD SAFE (Secure Access File Exchange) website. Access to SAFE is available through the website at: <https://safe.apps.mil/>

Submission steps are as follows:

Please contact Stephanie G. Kless at stephanie.g.kless.civ@mail.mil or Angelica M. Merino at angelica.m.merino.civ@mail.mil for a request code or multiple codes if proposal will exceed the 8GB maximum, no later than 7 days prior to the due date submission of the RFP. Instructions for uploading proposals will be included in the system generated email and are as follows:

- Go to <https://safe.apps.mil/>
- Select "Drop-off Files"
- Enter the request code "XXXXX"
- Click on the "Next" button

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d. Content Requirement. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. The following shall be included in the Narrative discussion:

(i) VOLUME I MANAGEMENT:

1. Offeror shall provide a detailed Manufacturing Plan for producing and testing the RWS, in all its configurations, to meet the solicitation requirements. Major/Key subcontractors are defined as those providing critical hardware and/or contributing >10% of the primes total proposed price. Critical hardware consists of the Display and Control Panel (DCP), Main Processing Unit (MPU), Sight Servo Assembly (SSA), Main Frame Assembly (MFA), Visual Imaging Module (VIM), Thermal Imaging Module (TIM) and Weapon Station Control Panel (WSCP). NOTE: Offerors proposed plans and schedules for production systems, spares and kits shall assume the simultaneous occurrence of those efforts. The plan must address the following:

For Production of Systems, Spares and Kits address the following:

a. Provide a detailed description and process map of the proposed manufacturing processes and steps required for manufacture, assembly, inspection, marking, packaging, and sequence of operations for all assemblies, subassemblies, and parts. The description shall indicate the elements manufactured in-house, subcontracted, or purchased as material/parts. List of proposed subcontractors and involvement in manufacturing RWS.

b. Describe the prime contractors and major/key subcontractors essential manufacturing and test facilities, equipment, and tooling. Provide Information and data supporting that the proposed facilities, equipment, and tooling can meet the required production delivery rates/schedule (Ref. Section F in the solicitation) and quality requirements (Ref. Section C and E in the solicitation) for the life of the contract.

c. Provide a discussion of availability of personnel with the essential skills required, to include training and certifications, to meet production and quality requirements.

d. Surge: For production of systems, spares and kits, provide discussion about plan for achieving production surge requirements and sustaining said production surge capacity (Ref. Section F in the solicitation). Discussion about major/key subcontractors is required.

2. The Offeror shall provide a discussion that describes the proposed RWS manufacturing and management processes. At minimum, the discussion is to address Management Plan, Personnel and Program Schedule and shall include the following:

a. Details on all system management and business processes that Offeror intends to use to execute the program and control technical, cost, and schedule risks. Offeror will submit its Risk Management Plan that describes how risk is identified, mitigated, and managed; the risks the Offeror considers to be significant in producing RWS; and plans for mitigating the risk(s).

b. The basis for any Make or Buy decision for all components. List alternative suppliers, as appropriate. Describe how the subcontractor and supplier base will be system managed to include projected business arrangements (to include interdivisional transfer, teaming, and other supplier efforts); work share; direct lines of authority; and communication to all involved subcontractors and component manufacturers.

c. An Integrated Master Schedule (IMS) is an integrated and networked multi-layered schedule of program tasks required to complete the target effort. The IMS should include all events to be accomplished and support each task achievement criteria. Provide an IMS that, at minimum, includes all activities required for FAT and all activities leading up to building the FAT systems and conducting a successful FAT; and other appropriate supporting events (e.g., test, approval, and key meetings). The IMS will also include major/key subcontractor and supplier schedules. An analysis shall be furnished that shows the proposed schedule is supportable and achievable considering other contract requirements, downtime, and delays. The IMS must clearly illustrate the interdependencies of all activities, events, and milestones; and explain the critical path and any factors affecting it.

d. Identification of any cost reduction, material obsolescence, material scrap reduction, reliability improvement, and continuous quality improvement efforts to be applied to this acquisition. Provide examples utilized on previous program application(s) of these efforts and results.

e. Describe the Configuration Management system to be used. This shall describe (1) how engineering changes, deviations, and waivers to drawings and specifications are developed, processed, and implemented and (2) the process to identify, control, audit, and track hardware configurations. Describe the Configuration Management organization and how Configuration Management requirements are flowed down, managed, and controlled at the major/key subcontractor level. Describe how the contractors configuration management system interface with the Governments configuration management system and comply with requirements from section C of the solicitation.

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(ii) VOLUME II TECHNICAL:

1. Offeror shall describe its proposed technical approach to oversee the production of the RWS systems, spares and kits to meet the requirements in the Detail Specification and engineering support to meet section C.3.5 of the RWS Statement of Work.

a. Offeror shall identify and discuss the availability of the particular technical/engineering skills, resources, and experience necessary to meet the engineering services requirements on this contract and solve any technical issues that arise during production to ensure RWS systems will meet the requirements identified in the Detail Specification.

b. Offeror shall discuss its capability to insert new, state-of-the-art, advanced, or alternate technology over the life of the contract. This discussion shall include details on the proposed development and validation of manufacturing processes, Technical Data Package changes, configuration changes, and testing in support of Engineering Change Proposals. The Offeror shall describe its process for inserting new technology or process improvements. Technology insertions may be the result of Engineering Change Proposals or of solving producibility problems that provide technology advances which result in improving product safety, reliability, or performance.

2. Offeror shall propose its method and approach to meeting all the requirements of the Detail Specification and successful completion of the FAT per the required schedule (in SOW Section C.3.4.2). The proposal shall include, but is not limited to, Shop Replaceable Unit, Line Replaceable Unit and integration engineering testing plans. The Offeror shall discuss the technical approach to addressing any issues or failures that may arise.

3. Quality Control and Inspection Methods: Offeror shall provide a Quality Program Plan to include a detailed discussion of the Quality Assurance processes that describes the approach for meeting the quality assurance requirements defined in the solicitation. Offeror shall describe in detail the quality management system (Quality Control and Inspection Methods/Approach) planned to be used for the program. This solicitation will result in a contract that requires the contractor to use a quality assurance system to ensure the quality of contract items. Offeror shall describe its quality system and cover each of the areas listed below in its description. The proposals Quality Program Plan shall provide, at minimum, the following:

a. Discussion of the quality management system the Offeror intends to use and if it is certified or compliant with industry standards. Description of system in sufficient detail to determine systems suitability (particularly if it is a unique system) for performing the resulting contract. Proof of certification shall be provided. Offeror shall show how the programs process controls the manufacturing processes and its impact on performance, safety, and storage life expectancy.

b. Description of the Offerors quality system for incoming inspection, fabrication, assembly, inspection, test, packaging, marking, and shipping of RWS. Description of the process to flow down all quality requirements to major/key subcontractors and suppliers and the process to verify adequate control of vendor products per specified requirements.

c. Process for identifying, inspecting, preventing, and controlling critical performance characteristics and processes (those characteristics and related processes that could result in loss of performance, test failures, or reduced reliability); identification of production and test equipment and discussion of approach to identify the source of variations, and to improve and control the process.

d. Process for identifying, analyzing (failure investigation), segregating, and disposing of non-conforming material.

e. Discussion about quality tools and systems to be used (e.g., statistical process control, material review boards, equipment calibration process, incoming material control, failure reporting analysis and corrective action system, defect prevention plan, continuous quality improvement, failure analysis, and root cause analysis). Offeror shall also discuss any initiatives to be used to minimize quality problems.

(iii) VOLUME III SUSTAINMENT CAPABILITY:

1. Offeror shall describe its plan to implement and manage an Integrated Product Support program as defined in the Statement of Work, section C.3.6.

2. Offeror shall provide a draft Integrated Support Plan that outlines how the contractors logistics organization, roles, and responsibilities interface with the respective Government logistics elements, and how the contractor shall interface with and support the supportability requirements as defined in the Statement of Work, section C.3.6. The objective in this phase is to ensure the program develops an integrated logistics system that meets production and or development requirements, sustains system performance specifications, manages operating and support costs, optimizes the logistics footprint, and complies with environmental and other logistics-related regulations.

3. Offeror shall provide its detailed plan for depot operations, with supporting documentation, to expand or establish a depot-level support capability sufficient to meet all the requirements of the Statement of Work, section C.3.6. This plan shall address how to establish, manage, and maintain a depot-level maintenance and repair capability for RWS components to include warranty repairs outlined in SOW C.3.6.2, all subcontractor repair actions, and other support required to return the RWS system, assemblies, or components to a

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serviceable condition. Offeror shall identify the common tools, special tools, inspection equipment, and depot spare parts control needed to provide and sustain the depot support capability within the expected timeframe in SOW Paragraph C.3.6.4. Offeror shall provide detailed discussion on repair turnaround time, transportation, and storage and packaging.

4. Offeror shall document its plans to expand or establish contractor field support services as defined in section C.3.6.3 of the Statement of Work to include training, installation, troubleshooting, repairs, and maintenance for the proposed RWS system. The Offerors plans shall include the existing skill level of current personnel, if applicable, and/or the training plan for new field service engineers. Offeror shall provide detailed discussion of the following topics per the Statement of Work, section C.3.6.3: (i) field and operation support, (ii) contractor fielding support.

(iv) VOLUME IV Cost/Price. The volume shall be organized into the following sections:

(1) Electronic Copy. Cost/Price requirements: The Offeror shall provide a completed Exhibit B - K Price Matrix Attachment 0016 to the solicitation. The Offerors Price Matrix and any documentation that is based on or includes mathematical calculations (e.g., calculations for rental value of government property in the Offerors possession, calculations where there is the appearance of unbalanced pricing, etc.) shall be submitted in electronic, executable format utilizing Microsoft Excel in US dollars. Any additional information necessary to explain the proposed pricing that does not contain mathematical calculations may be submitted in Adobe, Microsoft Word or Microsoft Excel format. Electronic links are only permissible within the Cost Volume. If files contain links, the links must be intact and maintained through all revisions. The Offeror shall not include pivot tables containing external links nor macros in their Excel spreadsheets.

(2) Compliance. Failure to comply with the RFP requirements for Cost information may result in an adverse assessment of an Offerors proposal and reduce or eliminate its chance of being selected for award. Offerors shall ensure that the information presented in this volume is consistent and correlates with the information contained in the other proposal volumes. Also, the Offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts in Attachment 0016 Exhibit B - K Price Matrix.

(3) General Instructions. In accordance with Federal Acquisition Regulation (FAR) 15.402 and 15.403-1, certified cost or pricing data are not required based on the fact that adequate competition is expected for this procurement. Information other than certified cost or pricing data may be provided in contractor format providing that sufficient information is made available for the Contracting Officer to make a determination. Information submitted shall be prepared following the instruction in FAR 15.403-5. If after receipt of proposals the Contracting Officer determines that there is insufficient information available to determine price reasonableness and/or adequate price competition was not obtained (i.e. single responsible offer) and none of the exceptions at FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data. Additionally, in the event that adequate competition is not obtained, the Contracting Officer may incorporate FAR 52.215-20 entitled, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, into the solicitation and request a Certificate of Current Cost or Pricing Data. There are no page limitations for this volume. Proposal information included in this volume which is not directly related to Cost/Price will be disregarded.

a. Service LINs (Exhibit B, C, K):

1) FFP and T&M Labor: For FFP labor (Exhibit B and C), Offerors shall submit a fully loaded Firm Fixed Price (FFP) labor rate, rounded to the nearest hundredth (two decimals) for each category of labor for all ordering periods in the Price Matrix. The fully loaded labor rates shall be inclusive of wages, indirect costs and profit. Offerors shall not deviate from the labor categories and Government provided hours listed in the Price Matrix. For all Service LINs, the Government provided hours are for evaluation purposes only, and do not reflect the Governments anticipated effort on future task orders. Specific labor hours will be proposed, evaluated and negotiated on a task order basis. For the FFP Labor, the labor hours negotiated will be fixed at the time of issuance of a task order. For T&M labor proposed for Depot, the FFP fully loaded labor rates proposed on Exhibit C will be utilized. Estimated labor hours will be proposed, evaluated and negotiated on a task order basis; however, only actual hours incurred will be invoiced. Only one fully loaded labor rate shall be proposed for each of the labor categories and shall be used in all Exhibits reflecting that labor category. If an Offeror fails to propose prices for all specified labor categories and LINs, the Government may reject the offer. The proposed FFP fully loaded labor rates shall be incorporated into the resultant contract to be utilized on future task orders for all Service LINs.

2) T&M FST Travel (Exhibit B): Offerors shall utilize the Government provided Travel amount for each ordering period, as reflected in Attachment 0016 Exhibit B - K Price Matrix . Offerors may propose indirect rates to be applied to the Government provided amounts. If needed, Offerors can insert additional rows in attachment 0016 Exhibit B - K Price Matrix for applicable indirect expenses. No fee shall be proposed. Should the Offeror not apply indirect rates, any material and/or travel proposed on future task orders shall not include indirect costs. Do not change the Government provided Material and/or Travel amounts. These amounts are for evaluation purposes only. Material and/or Travel will be proposed, evaluated and negotiated on a task order basis.

When indirect rates are applied, the Offeror shall identify the basis for the proposed indirect rates applicable to Material and Travel (i.e. current Forward Pricing Rate Agreement (FPRA), Forward Pricing Rate Proposal submission, Approved Provisional Billing Rates, budgetary rates, etc.) and provide documentation supporting their proposed indirect rates. For out-year rates and/or rates based on budgetary data (no DCAA/DCMA approved/recommended rates are available), in order to perform a cost realism analysis, the Offeror shall provide details on formulation of indirect rates (including detailed pool of expenses and allocation bases and forecasted data) as well

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as actual indirect rates for the last three completed fiscal years. If the Offerors rates are weighted or blended from year to year, the Offeror shall provide a detailed breakout which demonstrates how the weighted or blended indirect rates are calculated. The indirect rates will be incorporated into the resultant contract for use on future task orders.

(3) FFP/T&M - Material (Exhibit C, K): Offerors shall utilize the Government provided Material amount for each ordering period, as reflected in the Price Matrix. Material costs will be proposed on a task order basis, utilizing the unit prices negotiated and reflected in Exhibit G SRUs of the resultant contract. The Government provided amounts are for evaluation purposes only.

b. Supply LINS (Exhibit D, E, F, G, H, J):

1. The Offeror shall submit pricing, rounded to the nearest hundredth (two decimals) in the Price Matrix for all priced LINS, including all quantity ranges and for all ordering periods. The proposed price shall be inclusive of all fabricating, testing, inspection, packaging and for FOB Destination LINS, the delivery of the solicited item. Each Offeror must propose a firm-fixed-price for First Article Test LINS (Exhibit E) for all ordering periods. Failure to provide a price for FAT may result in the offer not being considered for award.

2. In accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result from an Offeror using Government property. To eliminate the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property. Offerors shall propose the per unit value of Government property for each CLIN/quantity range in accordance with FAR 52.245-9, Use and Charges in the Price Matrix attachment to the solicitation. Offerors shall provide detailed calculations demonstrating how the per unit rental value was derived and documentation supporting the rental charges in sufficient detail to permit verification of the rental charges and evaluation of the per unit rental value.

c. HUBZone: Any HUBZone Small Business Concern shall provide proof of HUBZone certification with its proposal submission.

d. Unbalanced Pricing: Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when (a) Startup work, mobilization, first articles, or first article testing are separate line items; (b) Base quantities and option quantities are separate line items; or (c) The evaluated price is the aggregate of estimated quantities to be ordered under separate line items of an indefinite-delivery contract. Offerors shall provide documentation, including data, calculations and supporting rationale, for any apparent unbalanced pricing which will be used to determine if the proposed prices are balanced.

(v) VOLUME V Past Performance. This volume shall contain past performance information regarding similar contracts. This volume does not have a page limitation, and should include pages for each major/key subcontractor. Major/Key subcontractors are defined as those providing critical hardware and/or providing >10% of the primes total proposed price. Offerors shall submit all Government contracts for the prime Offeror and each major/key subcontractor in performance or awarded during the past three years, from the issue date of this RFP, which are relevant to the efforts required by this solicitation. Relevant efforts are defined as services/efforts that are the same as or similar to the effort (as compared to North American Industry Classification System (NAICS) code 332994, Small Arms, Ordnance, and Ordnance Accessories Manufacturing) required by the RFP. Data concerning the Offeror shall be provided first, followed by each proposed major/key subcontractor, in alphabetical order. The Offeror shall also submit the written consent of its major/key subcontractors to allow the disclosure of its subcontractors past performance information to the Offeror. In addition, letters of commitment shall be included for all major/key subcontractors for their past performance to be considered. This volume shall be organized into the following sections:

(1) Section 1 Contract Descriptions. This section shall include the following information in the following format.

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers). PLEASE NOTE: While an Offeror may submit past performance information on relevant efforts where they performed as a major subcontractor, the Government does not have privity with subcontracts and therefore, may not be able to obtain qualitative information.

(b) Government contracting activity, and current address, Procuring Contracting Officers name, e-mail address, telephone and fax numbers.

(c) Governments technical representative/Contracting Officers Representative and current email address, telephone and fax numbers.

(d) Government contract administration activity and the Administrative Contracting Officers name, and current e-mail address, telephone and fax number.

(e) Government contract administration activities Pre-Award Monitors name, and current e-mail address, telephone and fax numbers.

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(f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers.

(g) Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).

(h) Awarded price/cost.

(i) Final or projected final price/cost.

(j) Original delivery schedule, including dates of start and completion or work.

(k) Final or projected final, delivery schedule, including dates of start and completion of work.

(2) Section 2 Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1, Contract Description, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP.

(a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(b) For all contracts, the Offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to GFE component failures, and number and nature of failures attributable to the Offerors delivered product.

(3) Section 3 Subcontracts. Offerors shall provide an outline of how the effort required by the RFP will be assigned for performance within the Offerors corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major/key subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government SOW subparagraph number. This includes all subcontractors who will be providing critical hardware which consists of the Display and Control Panel (DCP), Main Processing Unit (MPU), Sight Servo Assembly (SSA), Main Frame Assembly (MFA), Visual Imaging Module (VIM), Thermal Imaging Module (TIM) and Weapon Station Control Panel (WSCP). This section will further include written consent of major/key subcontractors to allow the disclosure of their subcontractors past performance information to the Offeror. In addition, letters of commitment shall be included for all major/key subcontractors

(4) Section 4 New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information shall be included in the files described in the sections above. Letters of Commitment shall be included in the proposal for these employees in order to be considered.

(5) Submissions. Offerors are discouraged from providing points of contact with another contractors facility, i.e., in case an Offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all Governmental agency POCs in lieu of subcontract numbers or prime contract POCs in situations as described above.

(6) Past Performance Questionnaire. For all contracts identified in Section 1, Past Performance Questionnaires must be completed and submitted (APPENDIX D). The Offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Officer within thirty (30) calendar days of the release of the RFP, to sephanie.g.kless.civ@mail.mil and angelica.m.merino.civ@mail.mil. The Offeror shall also e-mail to the Contracting Officer a list of all the POCs who were sent a questionnaire. The Government must receive this list within thirty (30) calendar days after release of the RFP. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-Mail Address; Date E-Mailed to POC (month/day).

(7) Small Business Participation Past Performance. All Offerors shall submit information substantiating the Offerors past performance in complying with FAR 52.219-8, Utilization of Small Business Concerns, maximizing opportunities for U.S. small business subcontractors. Offerors shall also provide a statement indicating whether any negative information has been reported in the past six years concerning the Offerors past compliance with FAR 52.219-8. If any such negative information has been reported, the Offeror may submit explanations or comments responding to such negative information. Offerors with no prior contracts containing FAR 52.219-8 shall certify the same.

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(vi) VOLUME VI Small Business Participation. The Small Business Participation Factor Volume is comprised of a single volume. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.

(1) This provision applies to every Offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters. For proposal preparation purposes, the Offeror's Small Business Participation proposals shall be consistent with any subcontracting references/identification contained elsewhere in any other Factor Volume. Percentages are calculated using proposed total contract price as calculated in accordance with Section B. This price becomes the denominator and include first-tier subcontractors only. For the purpose of evaluating Small Business Participation, the total contract price is determined by adding the total of all priced CLINs included in Section B. Offerors shall also explain their rationale as to why the percentage of SB participation being utilized for this effort is appropriate for their company. Offerors shall describe their approach and efforts undertaken to utilize small businesses (SB). SB targets will be incorporated into any resulting prime contract and contractors will be required to report SB participation.

(2) All Offerors, including Offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be utilized as first-tier subcontractors in the performance of this proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), Woman-Owned Small Businesses (WOSBs), HUBZone Small Businesses (HUBZone SBs), Veteran-Owned Small Businesses (VOSBs), and Service Disabled Veteran-Owned Small Businesses (SDVOSBs).

(3) If the Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the Offeror's own participation as a SB, SDB, WOSB, HUBZone SB, VOSB, or SDVOSB will also be considered small business participation for the purpose of this evaluation. In this event, the extent of the Offeror participation as a U.S. small business concern shall be detailed in the same manner as subcontracts to first-tier U.S. small business concerns.

(4) Small Business Amounts: All Offerors shall address anticipated U.S. small business concern participation and subcontracting based on the total contract dollars proposed by the Offeror.

(5) The Offeror shall provide information for small business participation and subcontracting in a table format in accordance with the following example:

Small Business Participation Table (in Millions)			
Business Category	\$ Cost All Contracts	% of SB Participation	Cost Total SubK
Contract Total Price	\$43.00		
SB	\$10.34	24.00%	\$10.34 of \$43.00
SDB	\$2.86	6.65%	\$2.86 of \$43.00
SDB	\$2.36	5.50%	\$2.36 of \$43.00
WOSB	\$1.55	3.60%	\$1.55 of \$43.00
HUBZone SB	\$1.08	2.50%	\$1.08 of \$43.00
VOSB	\$1.55	3.60%	\$1.55 of \$43.00
SDVOSB	\$1.46	3.40%	\$1.46 of \$43.00

- (6) Guidance for filling in the above "Small Business Participation" Table:
- (a) Include first-tier subcontractors only. Note, that members of a joint venture may be considered the Offeror or the first tier subcontractors, depending on the legal form of the joint venture as defined in its agreement document.
- (b) If the Offeror is a U.S. small business concern, detail the extent of the Offeror participation as a U.S. small business concern in the same manner as subcontracts to first tier U.S. small business concerns.
- (c) Percentages should be rounded to the nearest tenth of a percent.

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(7) Additional Guidance for particular Business Categories:

(a) For "Contract Total Price": Include the Offeror's proposed Total Contract Price on this line.

(b) For SB: Include U.S. small business concerns from all categories (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB and in the dollars and percentage on this line. The SDB, WOSB, HUBZone SB, VOSB and SDVOSB are subcategories of SB and the dollars in each of these may not add to match the total dollars in the SB line due to the following: In some cases the same dollars may be reported in more than one block (i.e., a \$10,000 subcontract to a Woman-Owned Small Business that is also a Service-Disabled Veteran-Owned Small Business should be entered on four rows: \$10,000 under SB, \$10,000 under WOSB, \$10,000 under VOSB and \$10,000 under SDVOSB). Be sure that the dollars are counted in the SB line only once and not four times (e.g. \$40,000 representing the same firm participating at \$10,000 in differing categories). Note that the SB percentage is not simply a total of the percentages of each SB subcategory and must be calculated separately as shown in the chart.

(c) For HUBZone SB: Include only "SBA certified" HubZone SBs. Note that this is different from some of the state HUB certifications.

(8) Small Business List: All Offerors shall provide the names and CAGE codes of small business concerns (including the Offeror if a small business concern) who would participate in accomplishing the proposed contract; the small business classification of each U.S. small business concern (i.e. SB, SDB, WOSB, HUBZone SB, VOSB and SDVOSB); a short description of the specific services to be provided by each small business concern; and the estimated total dollars for each service or product.

(a) This data shall be provided in a table format in accordance with the following example:

Name of SB Concern	Cage Code	Location	SB Class	Description of Supplies or Services	Total \$ (in Millions)
ABC Co.	123XX	City, USA	SB	Wire	\$0.50
DEF Co.	XX123	City, USA	SB	Plating	\$0.75
GHI, Inc.	DD123	City, USA	SB, WOSB, VOSB	Circuit Cards	\$1.20

(b) If a small business does not have a CAGE code, insert the word "None" in the table above. Note that during the evaluation, the Government may request that the Offeror submit a letter from the small business affirming the information provided in your proposal.

(c) For SB Classifications(s), list all SB classifications that apply to each concern in the table above.

(9) If the Offeror IS NOT a U.S. small business concern and must submit a Small Business Subcontracting Plan under the RFP in accordance with FAR 52.219-9, the Small Business Subcontracting Plan shall be consistent with the Offeror's Small Business Participation proposal information provided in response to D.4.4.5 recognizing that the Small Business Subcontracting Plan percentages will be different in that the percentage calculation denominator is total subcontracting amount as opposed to this Small Business Participation Factor where the percentage calculation denominator is the Offeror's proposed Contract Target Price).

(10) Compliance with FAR 52.219-9.

(a) Offerors which are both: (a) other than U.S. small business concerns (as defined by the NAICS code applicable to the RFP), and (b) have had prior contracts requiring the submission of a Small Business Subcontracting Plan in accordance with FAR 52.219-9 are to:

Provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of both their goals and their accomplishment of the goals established under subcontracting plans of prior contracts performed over the past twelve (12) months (from date of solicitation issuance). This documentation shall include Individual Subcontracting Reports (ISRs/DD Form 294s) which list both goals and accomplishments against individual or master plans. If over the last twelve (12) months from the date of RFP release, the Offeror reported accomplishments against commercial or comprehensive subcontracting plans in lieu of individual or master plans, the Offeror shall submit the plans to document the goals and the Summary Subcontract Reports (SSRs/DD Form 295s) to document the accomplishments. (Note: if the Offeror has not performed a contract over the past twelve (12) months, which included FAR 52.219-9, the Offeror shall so state).

(b) Offerors which have had prior contracts requiring a Small Business Subcontracting Plan IAW FAR 52.219-9 and provide the information requested in D.4.4.9.1 above shall not respond to (11) below.

(c) If the reporting entity listed on a subcontracting report is different from the name of the proposing prime, provide an explanation of the legal relationship between the other entity and the proposing prime and a description of how the other entity's small business accomplishments reported are applicable to the current proposal. This explanation should include Business Name, CAGE Code and DUNS number of the other entity and the proposing prime.

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(11) Approach to meeting FAR 52.219-8. Offerors which are either U.S. small business concerns, or other than U.S. small business concerns (as defined by the NAICS code applicable to the RFP) having had no prior contracts requiring a Small Business Subcontracting Plan in accordance with FAR 52.219-9 shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing:

(a) A description of the Offeror's performance, over the past twelve (12) months (from date of solicitation issuance), in complying with the requirements of FAR 52.219-8 (Note: if the Offeror has not performed a contract over the past twelve (12) months (from date of solicitation issuance), which included FAR 52.219-8, the Offeror shall so state);

(b) A description and available documentation of any methods or techniques used to promote small business participation;

(c) Any listings of U.S. small business concerns who are subcontracting candidates;

(d) Internal procedures used to monitor small business participation during contract performance; and/or

(e) Any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

(vii) VOLUME VII SOLICITATIONS, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the RFP. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

Section A Standard Form 33 (SF 33), Solicitation, Offer and Award

Section G Contract Administration Data

Section K Representations, Certification and Other Statements of Offerors

Solicitations, Offer and Award Documents and Certifications/Representations shall not be addressed separately from that submitted in VOLUME VII SOLICITATIONS, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS /REPRESENTATIONS.

*** END OF NARRATIVE L0001 ***

HQ AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) to:

Address:

Headquarters U.S. Army Materiel Command

Office of Command Counsel-Deputy Command Counsel 4400 Martin Road

Rm: A6SE040.001

Redstone Arsenal, AL 35898-5000

Fax: (256) 450-8840

Email: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:

Web Address: <http://www.amc.army.mil/amc/commandcounsel.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

USE AND RENTAL OF GOVERNMENT PROPERTY

(a) For competitive and non-competitive acquisitions, as defined in FAR 52.245-1(f)(1)(i)-(x), the offeror/contractor shall submit with their offer/proposal a Property Management Plan which describes how the offeror plans to manage any Government Property that may

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currently be in their possession and/or may be provided to them under this resultant contract based on the areas of Acquisition of Property; Receipt of Government Property; Records of Government Property; Physical Inventory; Subcontractor Control; Reports; Relief of Stewardship Responsibility and Liability; Utilizing Government Property; Maintenance; and Property Closeout. This includes any customary commercial practices, voluntary consensus standards, or industry leading practices and standards that the offeror may use.

(b) For competitive acquisitions, pursuant to FAR 45.201(b), the contractor is responsible for all costs related to making the Government property available for use, such as payment of all transportation, installation or rehabilitation costs.

(c) For competitive acquisitions, in accordance with FAR 45.202(a), the Government shall consider any potentially unfair competitive advantage that may result from an offeror using Government property. To eliminate the competitive advantage, a rental equivalent evaluation factor shall be added to each offer which is predicated on the use of Government property which the offeror or its subcontractors has in their possession. Pursuant to FAR 45.201(c), such offerors, including prospective subcontractors, are required to submit the following with their offer:

(1) A list including a description of all Government property that the prime contractor and/or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property);

(2) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;

(3) The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges.

(4) A description of the offerors property management system.

(5) Provide calculations and rationale for Government property in accordance with FAR clause 52.245-9 for rental adjustment purposes for the entire period of contract performance. Show calculations for [insert level of detail required for your specific solicitation, such as each ordering period or base period and each option period or each CLIN]. [If your solicitation contains quantity ranges, include the remainder of this subparagraph and insert a chart which details the quantities the offerors shall use for computing the rental cost of the Government property. See example below. When the price evaluation methodology includes application of weights that are not disclosed to the offerors in the solicitation, care must be taken when determining the appropriate quantities for the chart so as not to disclose the weightings and evaluation methodology and to ensure the offer is not under or over evaluated by utilizing quantities too low or too high in computing the rental costs. If your solicitation does not include quantity ranges, exclude the remainder of this subparagraph.] For purposes of calculating the hours of usage, for items with a single numeric quantity, offerors shall use the quantity stated. For items with a quantity range, the offeror shall use [insert the appropriate quantity that is consistent with the quantity used for the evaluation of price (i.e., the maximum quantity in the highest quantity range)]. For example: ***SEE ATTACHMENT 0001 Government Furnished Property***

*** END OF NARRATIVE L0002 ***

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.207-1	NOTICE OF STANDARD COMPETITION	MAY/2006
L-5	52.207-6	SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS)	OCT/2016

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	Regulatory Cite	Title	Date
L-6	52.211-7	ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS	NOV/1999
L-7	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-8	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-9	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2017
L-10	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-11	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-12	52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS -- NON COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB/2007
L-13	52.216-31	TIME -AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS -- COMMERCIAL ITEM ACQUISITION	FEB/2007
L-14	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-15	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-16	52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT/2020
L-17	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-18	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020
L-19	252.209-7008	NOTICE OF PROHIBITION RELATING TO ORGANIZATIONAL CONFLICT OF INTEREST -- MAJOR DEFENSE ACQUISITION PROGRAM	DEC/2010
L-20	252.215-7008	ONLY ONE OFFER	JUL/2019
L-21	252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC	JUL/2019
L-22	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-23	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2020
L-24	252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM--BASIC	NOV/2014
L-25	252.246-7005	NOTICE OF WARRANTY TRACKING OF SERIALIZED ITEMS	MAR/2016
L-26	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

**Note: FMS Orders will not have an applicable DO Rating.

(End of Provision)

L-27	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE I (OCT 2010)	OCT/2010
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(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

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

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

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(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L-28 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Contracting Command - New Jersey
Attn: Stephanie G. Kless
9 Phipps Road
Picatinny Arsenal, NJ 07806

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

(End of Provision)

L-29 52.252-3 ALTERATIONS IN SOLICITATION APR/1984

Portions of this solicitation are altered as follows:

N/A

(End of Provision)

L-30 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DEC/1991
DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Contact PCO for instructions.

(End of provision)

L-31 252.215-7003 REQUIREMENT FOR SUBMISSION OF DATA OTHER THAN CERTIFIED COST OR JUL/2012
PRICING DATA -- CANADIAN COMMERCIAL CORPORATION

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

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(b) Canadian Commercial Corporation shall obtain and provide the following:

(i) Profit rate or fee (as applicable).

(ii) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(iii) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable IAW 15.403-3(a)(1).

(c) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(End of provision)

L-32 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

L-33 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS NOV/2020

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

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

(End of clause)

L-34 252.215-7009 PROPOSAL ADEQUACY CHECKLIST JAN/2014

252.215-7009 Proposal Adequacy Checklist.

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offerors checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
<p align="center"><u>GENERAL INSTRUCTIONS</u></p> <p>1. FAR 15.408, Table 15-2</p>			
	Is there a properly completed first page of the	_____	

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- | | | |
|---|--|--------------|
| <p>Section I
Paragraph A</p> | <p>proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?</p> | <p>_____</p> |
| <p>2. FAR 15.408
Table 15-2
Section I
Paragraph A(7)</p> | <p>Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.</p> | <p>_____</p> |
| <p>3. FAR 15.408
Table 15-2
Section I
Paragraph A(8)</p> | <p>Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?</p> | <p>_____</p> |
| <p>4. FAR 15.408
Table 15-2
Section I
Paragraph C(1)
FAR 2.101
"Cost or pricing data"</p> | <p>Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as--
(1) Vendor quotations;
(2) Nonrecurring costs;
(3) Information on changes in production methods and in production or purchasing volume;
(4) Data supporting projections of business prospects and objectives and related operations costs;
(5) Unit-cost trends such as those associated with labor efficiency;
(6) Make-or-buy decisions;
(7) Estimated resources to attain business goals; and
(8) Information on management decisions that could have a significant bearing on costs.</p> | <p>_____</p> |
| <p>5. FAR 15.408
Table 15-2,
Section I
Paragraph B</p> | <p>Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?</p> | <p>_____</p> |
| <p>6. FAR 15.403-1(b)</p> | <p>Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal?</p> | <p>_____</p> |

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(Note questions 18-20.)

7.

FAR 15.408

Table 15-2

Section I

Paragraph C(2)

(i)

Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?

8.

FAR 15.408,

Table 15-2,

Section I

Paragraph C(2)

(ii)

Does the proposal disclose the nature and amount of any contingencies included in the proposed price?

9.

FAR 15.408

Table 15-2,

Section II

Paragraph A or B

Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?

10.

FAR 15.408,

Table 15-2

Section I

Paragraphs D and E

Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)

11.

FAR 15.408,

Table 15-2,

Section I

Paragraphs D and E

If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?

12.

FAR 15.408,

Table 15-2,

Section I

Paragraph F

Does the proposal identify any incurred costs for work performed before the submission of the proposal?

13.

FAR 15.408,

Table 15-2,

Section I

Paragraph G

Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?

COST ELEMENTS

MATERIALS AND SERVICES

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14. FAR 15.408,
Table 15-2,
Section II
Paragraph A

Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offerors consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.

SUBCONTRACTS (Purchased materials or services)

15. DFARS
215.404-3

Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?

16. FAR 15.404-3(c)
FAR 52.244-2

Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractors certified cost or pricing data?

17. FAR 15.408,
Table 15-2,
Note 1;
Section II
Paragraph A

Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offerors price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?

EXCEPTIONS TO CERTIFIED COST OR PRICING DATA

18. FAR 52.215-20

FAR 2.101
"commercial
item"

Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?

a. Has the offeror specifically identified the type of commercial item

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claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?

b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either--

i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or

ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?

c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?

19.

Reserved
20.

FAR 15.408, Table 15-2, Section II Paragraph A(1)

Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?

INTERORGANIZATIONAL TRANSFERS

21.

FAR 15.408, Table 15-2, Section II Paragraph A(2)

For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?

22.

FAR 15.408, Table 15-2, Section II Paragraph A(1)

For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?

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DIRECT LABOR

23. FAR 15.408, Table 15-2, Section II Paragraph B Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied. _____
24. FAR 15.408, Table 15-2, Section II Paragraph B For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)? _____
25. FAR Subpart 22.10 If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute? _____

INDIRECT COSTS

26. FAR 15.408, Table 15-2, Section II Paragraph C Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.) _____

OTHER COSTS

27. FAR 15.408, Table 15-2, Section II Paragraph D Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)? _____
28. FAR 15.408, Table 15-2 Section II Paragraph E If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2? _____
29. FAR 15.408, Table 15-2, Section II Paragraph F When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF _____

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or reference to an FPRA/FRP
and show the calculation of
the proposed amount?

FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES

- | | | |
|--|---|-------|
| 30. FAR 15.408,
Table 15-2,
Section III | Are all cost element
breakdowns provided using the
applicable format prescribed
in FAR 15.408, Table 15-2 III?
(or alternative format if
specified in the request for
proposal) | _____ |
| 31. FAR 15.408,
Table 15-2,
Section III
Paragraph B | If the proposal is for a
modification or change order,
have cost of work deleted
(credits) and cost of work
added (debits) been provided
in the format described in
FAR 15.408, Table 15-2.III.B? | _____ |
| 32. FAR 15.408,
Table 15-2
Section III
Paragraph C | For price revisions/
redeterminations, does the
proposal follow the format in
FAR 15.408, Table 15-2.III.C? | _____ |

OTHER

- | | | |
|--|--|-------|
| 33. FAR 16.4 | If an incentive contract
type, does the proposal
include offeror proposed
target cost, target profit
or fee, share ratio, and,
when applicable, minimum/
maximum fee, ceiling price? | _____ |
| 34. FAR 16.203-4
and FAR 15.408
Table 15-2,
Section II,
Paragraphs A,
B, C, and D | If Economic Price Adjustments
are being proposed, does the
proposal show the rationale
and application for the
economic price adjustment? | _____ |
| 35. FAR 52.232-28 | If the offeror is proposing
Performance-Based Payments
did the offeror comply with
FAR 52.232-28? | _____ |
| 36. FAR 15.408(n)
FAR 52.215-22
FAR 52.215-23 | Excessive Pass-through
Charges-- Identification of
Subcontract Effort: If the
offeror intends to subcontract
more than 70% of the total
cost of work to be performed,
does the proposal identify:
(i) the amount of the
offerors indirect costs and
profit applicable to the work
to be performed by the
proposed subcontractor(s);
and (ii) a description of the
added value provided by the
offeror as related to the
work to be performed by the | _____ |

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proposed subcontractor(s)?

(End of provision)

L-35 252.216-7002 ALTERNATE A, TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--NON- FEB/2007
COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION

Substitute the following paragraph (c) for paragraph (c) of the provision at FAR 52.216-29:

(c) The offeror must establish fixed hourly rates using separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control.

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SECTION M - EVALUATION FACTORS FOR AWARD

BASIS FOR AWARD

The award will be made based on the best overall proposal that is determined to be the most advantageous and represents the best value to the Government, with appropriate consideration given to the six evaluation factors: Management, Technical, Sustainment Capability, Cost/Price, Past Performance, and Small Business Participation. The Government will weigh the relative benefits of each proposal and award will be made based upon an integrated assessment of the results of the evaluation. The Government will make a qualitative assessment by assigning an adjectival rating for each factor except Cost/Price. Cost/Price will be evaluated for reasonableness but not assigned an adjectival rating. For evaluation purposes, Management is more important than Technical; Technical is more important than Sustainment Capability; Sustainment Capability is more important than Cost/Price; Cost/Price is more important than Past Performance; and Past Performance is more important than Small Business Participation. NOTE: ALL NON-PRICE FACTORS COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN COST/PRICE. To receive consideration for award, a rating of no less than Acceptable must be achieved for the Management, Technical, Sustainment Capability, and the Small Business Participation factors. Additionally, other than small business Offeror must have an acceptable Small Business Subcontracting Plan to receive an award in accordance with FAR 19.702(a). The Government reserves the right to make an award to other than the lowest priced Offeror, or to other than the Offeror with the highest technical rating if the SSA determines that to do so would result in the best value to the Government.

The Government intends to award a contract without discussions (except for clarification as described in FAR 15.306(a)), as permitted by FAR 15.306(a)(3) and FAR 52.215-1. However, the Government reserves the right to conduct discussions to permit Offerors to revise their proposals.

Minimum Acceptability: If an Offeror takes exception to any of the terms and conditions of the solicitation, the offer may not be considered for contract award. All Offerors are urged to ensure that their initial proposals are submitted with the most favorable terms in order to reflect their best possible potential.

FACTORS TO BE EVALUATED:

The Government will weigh the relative benefits of each proposal and the SSA will assess the results of the following Factors, listed below in descending order of importance:

Factor 1 Management

Factor 2 Technical

Factor 3 Sustainment Capability

Factor 4 Cost/Price

Factor 5 Past Performance

Factor 6 Small Business Participation

EVALUATION APPROACH:

Careful, full, and impartial consideration will be given to all proposals received pursuant to the RFP. A team of Government personnel will evaluate each proposal relative to the Factors. The result will be a determination of the overall merits of each proposal in terms of its potential to best satisfy the needs of the Government. In making the integrated assessment of the results of the evaluation of all Factors, the Government will give due consideration to the relative order of importance of such Factors and their merit ratings in relationship to price. The Government weighs any increase in merit rating against any additional cost to determine if the parity of the relationship warrants the paying of additional cost for additional merit.

1. The overarching evaluation approach for all factors is as follows:

a. Adequacy of Response. The proposal will be evaluated to determine whether the Offerors methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

Factor 1: MANAGEMENT FACTOR

The Management Factor evaluates the Offerors proposed Management approach for the basic contract. Marginal levels of detail could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating

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and/or being eliminated from the competitive range.

1) The Government will evaluate the adequacy and feasibility of the proposed Manufacturing Plan for producing and testing the RWS, in all its configurations, against the solicitation requirements. The Government will evaluate if the plan identifies and provides adequate detail concerning the critical hardware. The Government will evaluate the feasibility of the Offerors Management Approach for the simultaneous production of systems, spares and kits. The Government will evaluate extent to which the Manufacturing Plan demonstrates a clear understanding of the requirements and the feasibility of its overall approach with regard to its essential manufacturing facilities, equipment, processes, and skills; and, at a minimum, addresses the following:

For Production of Systems, Spares and Kits the following will be evaluated:

a. The Government will evaluate the adequacy of the provided detailed description and process map of the proposed manufacturing processes and steps required for manufacture, assembly, inspection, marking, packaging, and sequence of operations for all assemblies, subassemblies, and parts. The Government will evaluate the adequacy of the described elements manufactured in-house, subcontracted, or purchased as material/parts. The Government will evaluate the adequacy of the identified proposed subcontractors and its involvement in manufacturing RWS.

b. The Government will evaluate the described prime contractors and major/key subcontractors essential manufacturing and test facilities, equipment, and tooling. The Government will evaluate the adequacy of the provided information and data supporting that the proposed facilities, equipment, and tooling can meet the required production delivery rates/schedule and quality requirements for the life of the contract.

c. The Government will evaluate the adequacy of the provided availability of personnel with the essential skills required, to include training and certifications, to meet production and quality requirements.

d. The Government will evaluate the adequacy and feasibility of the provided detailed plan for achieving surge requirements and sustaining said surge capacity. As well as the described major/key subcontractors role.

2) The Government will evaluate the Offerors discussion to determine if it demonstrates a clear understanding of the requirements and the feasibility of its overall approach for the proposed RWS manufacturing and management processes.

a. The Government will evaluate the detail provided of the Offerors overall approach for all system management and business processes that the Offeror intends to use to execute the program and the feasibility of the approach to control technical, cost, and schedule risks. The Government will evaluate the proposed Risk Management Plan to ensure it adequately describes how risk is identified, mitigated, and managed; this should include risks the Offeror identifies as significant in producing RWS and plans for mitigating this risk.

b. The Government will evaluate the detail provided and adequacy of any Make or Buy decision for all components. The Government will evaluate the appropriateness of any alternative suppliers identified for parts deemed to be considered 'buy' parts. The Government will evaluate the adequacy of the plan to manage subcontractor and supplier base to include the projected business arrangements (to include interdivisional transfer, teaming, and other supplier efforts), work share, direct lines of authority; and communication to all involved subcontractors and component manufacturers.

c. The Government will evaluate the Integrated Master Schedule (IMS) to ensure it demonstrates a clear understanding of the requirements and the feasibility of its overall approach includes all activities required for FAT and all activities leading up to building the FAT systems and conducting a successful FAT; and other appropriate supporting events (e.g., test, approval, and key meetings). The Government will evaluate the detail provided and the adequacy of the IMS with respect to major/key subcontractor and supplier schedules, including the analysis showing the proposed schedule is supportable and achievable considering other contract requirements, downtime, and delays. The Government will evaluate the detail provided and the adequacy of the IMS as it relates to the interdependencies of all activities, events, and milestones; and explanation of the critical path and any factors affecting it.

d. The Government will evaluate the details provided with respect to any cost reduction, material obsolescence, material scrap reduction, reliability improvement, and continuous quality improvement efforts to be applied to this acquisition. The Government will evaluate the relevance of the provided examples utilized on previous program application(s) of these efforts and results.

e. The Government will evaluate the details provided on the proposed Configuration Management system and the adequacy of the system to (1) develop, process and implement engineering changes, deviations, and waivers to drawings and specifications a and (2) identify, control, audit, and track hardware configurations. The Government will evaluate the details provided of the proposed Configuration Management organization, how Configuration Management requirements are flowed down, managed, and controlled at the major/key subcontractor level. The Government will evaluate the details provided and the adequacy of the contractors configuration management system to comply and interface with the Governments configuration management system and comply with requirements from section C of the solicitation.

Factor 2: TECHNICAL FACTOR

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The Technical Factor evaluates the Offerors proposed Technical approach for the basic contract. Marginal levels of detail could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range.

1) The Government will evaluate the adequacy of the proposed technical approach to determine if it demonstrates a clear understanding of the requirements and the feasibility of its overall approach of overseeing the production of the RWS systems, spares and kits to meet the requirements in the Detail Specification, and provide engineering services (Ref. section C.3.5 of the RWS Statement of Work) as follows:

a. The Government will evaluate the adequacy of the particular technical/engineering skills, resources, and experience necessary to meet the engineering services requirements on this contract and solve any technical issues that arise during production to ensure RWS systems will meet the requirements identified in the Detail Specification.

b. The Government will evaluate the capability to insert new, state-of-the-art, advanced, or alternate technology over the life of the contract, including details on its proposed development and validation of manufacturing processes, Technical Data Package changes, configuration changes, and testing in support of Engineering Change Proposals. The Government will evaluate the adequacy and feasibility of the proposed processes for inserting new technology or process improvements.

2) The Government will evaluate the adequacy of the method and approach to meeting the technical requirements identified in the Detail Specification and ensures that the RWS systems will meet all requirements and pass the FAT per the required schedule (in SOW Section C.3.4.2). The Government will evaluate the adequacy of the Shop Replaceable Unit, Line Replaceable Unit and integration engineering testing plans. The Government will evaluate the adequacy and feasibility of the technical approach to addressing any issues or failures that may arise.

3) The Government will evaluate the adequacy of the proposed Quality Program Plan; determine if it demonstrates a clear understanding of the requirements and evaluate the feasibility of its overall approach, to include a detailed discussion of the Quality Assurance processes that describes the approach for meeting the quality assurance requirements defined in the solicitation. The Government will evaluate the adequacy of the quality management system (Quality Control and Inspection Methods/Approach) planned to be used for the program. The Government will evaluate the following:

a. The Government will evaluate the quality management system proposed to determine if it is certified or compliant with industry standards. The Government will evaluate the proposed system to determine systems suitability (particularly if it is a unique system) for performing the resulting contract. The Government will evaluate adequacy of the Proof of certification provided. The Government will evaluate the adequacy of the level of detail provided to show how the programs process controls the manufacturing processes and its impact on performance, safety, and storage life expectancy.

b. The Government will evaluate the adequacy of the detailed description of the Offerors quality system for incoming inspection, fabrication, assembly, inspection, test, packaging, marking, and shipping of RWS. The Government will evaluate the adequacy of the detailed description of the proposed processes to flow down all quality requirements to major/key subcontractors and suppliers and the processes to verify adequate control of vendor products per specified requirements.

c. The Government will evaluate the adequacy of the proposed processes for identifying, inspecting, preventing, and controlling critical performance characteristics and processes (those characteristics and related processes that could result in loss of performance, test failures, or reduced reliability); the identified production and test equipment and provided detailed discussion of the approach to identify the source of variations, and to improve and control the process.

d. The Government will evaluate the adequacy of the proposed processes for identifying, analyzing (failure investigation), segregating, and disposing of non-conforming material.

e. The Government will evaluate the adequacy of the proposed discussion about quality tools and systems to be used (e.g., statistical process control, material review boards, equipment calibration process, incoming material control, failure reporting analysis and corrective action system, defect prevention plan, continuous quality improvement, failure analysis, and root cause analysis). The Government will evaluate the adequacy of the proposed discussion of any initiatives to be used to minimize quality problems.

Factor 3: SUSTAINMENT CAPABILITY FACTOR

The Sustainment Capability Factor evaluates the Offerors capability, approach, and management, to sustain the basic contract. Marginal levels of detail could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range. The Government will evaluate the adequacy and feasibility of the Integrated Product Support program as defined in the Statement of Work, section C.3.6 to determine if it demonstrates a clear understanding of the requirements and the feasibility of its overall approach.

1) The Government will evaluate the adequacy of the proposed draft Integrated Support Plan to ensure it outlines the contractors

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logistics organization, roles, and responsibilities interface with the respective Government logistics elements, and how the contractor interfaces with and supports the supportability requirements as defined in the Statement of Work, section C.3.6.

2) The Government will evaluate the adequacy and feasibility of the proposed plan, with supporting documentation, to expand or establish a depot-level support capability sufficient to meet all the requirements of the Statement of Work, section C.3.6.4 The Government will evaluate the adequacy of how the plan addresses a depot-level maintenance and repair capability for RWS components to include warranty repairs outlined in SOW C.3.6.2 for all subcontractor repair actions; and other support required to return the RWS system, assemblies, or components to a serviceable condition.

3) The Government will evaluate the adequacy of the proposed detailed approach of the identified common tools, special tools, inspection equipment, and depot spare parts control needed to provide and sustain the depot support capability within the expected timeframe in SOW Paragraph C.3.6.4. The Government will evaluate the adequacy of the provided detailed discussion on repair turnaround time, transportation, and storage and packaging.

4) The Government will evaluate the adequacy of the documented plan to expand or establish contractor field support services as defined in section C.3.6.3 of the Statement of Work to include training, installation, troubleshooting, repairs, and maintenance for the proposed RWS system. The Government will evaluate the adequacy of the proposed plans including the existing skill level of current personnel, if applicable, and/or the training plan for new field service engineers. The Government will evaluate the adequacy of the provided detailed discussion of the following topics per the Statement of Work, section C.3.6.3: (i) field and operation support, (ii) contractor fielding support.

In accordance with the Army Source Selection Supplement (AS3), Section 3.1, the Army methodology for evaluating the three above factors along with the related risk are as follows: Management/Risk Rating, Technical /Risk Rating, and Sustainment Capability/Risk Rating. Each combined Factor/Risk will be evaluated separately utilizing Table 1 below. This methodology considers risk, in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining ratings for each factor.

TABLE 1 Management & Related Risk, Technical & Related Risk and Sustainment & Related Risk			
Color	Rating	Description	
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.	
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.	
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.	
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.	
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.	

Factor 4: COST/PRICE FACTOR

Adjectival ratings shall not be used for Offerors Cost/Price proposals. The Government will fully evaluate all priced Contract Line Item Numbers (LINs) for all ordering periods for award. Prices proposed in the Price Matrix will be utilized to compute a total evaluated price. A price reasonableness determination will be made on the total evaluated price based upon price analysis techniques in accordance with FAR 15.404-1(a). For a price to be fair and reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. The Offerors proposed fixed-price LINs may be evaluated, using one or more of the techniques described in FAR 15.404-1 in order to determine if they are fair and reasonable. For award purposes, the total proposed unit prices, fully loaded labor rates and indirect rates for the T&M Travel and Material for all LINs will be incorporated in the resultant contract and utilized on future orders. The evaluation of all LINs for all ordering periods will not obligate the Government to place more than the minimum order.

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Overall Cost/Price Proposal Evaluation: The overall Cost/Price proposal will evaluated for the following:

a. Compliance: The Cost/Price proposal submitted by the Offeror will be evaluated for compliance based upon the submission requirements contained in the Section L Volume IV Cost/Price instructions.

b. Unbalanced Pricing: The Offerors overall Cost/Price proposal will be evaluated for unbalanced pricing as defined in FAR 15.404-1(g). An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government (see FAR 15.404-1(g)(1) through FAR 15.404-1(g)(3)). Offers that include unreasonably high or low unit prices, for example the First Article Test LINs, may be determined to be unbalanced and rejected IAW FAR 15.404-1(g).

c. Errors: The Offerors Cost/Price proposal will be reviewed for errors. The Offeror may be given an opportunity to clarify certain aspects of their proposal at the sole discretion of the Contracting Officer.

d. Total Evaluated Price:

Prices proposed in the Price Matrix attachment to the solicitation will be utilized to compute a total evaluated price. A price reasonableness determination based upon price analysis will be made on the total evaluated price which will be used in the performance of a tradeoff analysis. The total evaluated price will be calculated by summing the evaluated prices for the Service LINs, the weighted evaluated prices for the Supply LINs and the price evaluation preferences for HUBZone Small Business Concerns and the Royalty adjustment, when applicable. The evaluated prices will be calculated as follows:

(i) Service LINs (Exhibit B, C, K):

1) FFP/T&M Labor: The evaluated price for FFP/T&M labor will be calculated by multiplying the proposed FFP fully loaded hourly labor rates by the Government provided hours reflected in the Price Matrix of the solicitation for each labor category provided. The evaluated price for each labor category will be rounded to the nearest whole dollar. All extended prices for each labor category will be added to derive an ordering period total. The total amount for each ordering period will be summed to derive the evaluated price for the FFP/T&M Labor.

2) T&M Material and Travel Exhibits B, K): The evaluated price for Travel and Material costs will be the Government-provided amounts, reflected in Price Matrix, and the application of the Offerors proposed indirect rates, evaluated for cost realism IAW FAR 15.404-1(d), the sum of which is rounded to the nearest whole dollar.

The Government will perform a cost realism analysis of the proposed indirect costs applied to the Government provided T&M Material and Travel to determine whether the proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the proposed method of performance described in the Offeror's proposal to determine the most probable cost of performance. If the Offeror fails to support any portion of the indirect rates applicable to the proposed T&M Material and Travel costs, the Government reserves the right to adjust the costs to the higher of the proposed amount or readily available data in the cost realism position. The evaluated cost may differ from the proposed cost and will reflect the Governments best estimate of the cost that is most likely to result from the Offerors proposal. If the total evaluated cost is higher than the proposed, the evaluated becomes the probable cost. If the total evaluated cost is lower than the proposed, the proposed becomes the probable cost.

3) FFP Material (Exhibit C): The evaluated price for the Material will be the Government-provided amounts, reflected in the Price Matrix.

(ii) Supply LINs (Exhibit D, E, F, G, H, J):

1) If an Offeror proposes the use of Government property that is already in its possession, the evaluated price will be adjusted to include a rental equivalent factor for each item of such property calculated in accordance with FAR 52.245-9. This adjustment will apply for the use of Government property by the Offeror as well as any subcontractor thereto. The value of the proposed Government property will be evaluated for cost realism.

2) The weighted evaluated price for the Supply LINs included in the Price Matrix will be computed by summing the evaluated prices computed from the unit prices proposed in the Price Matrix, adjusting to include the evaluated per unit rental value for Government property in the Offerors (and any subcontractors). The weighted evaluated prices will be calculated as follows:

a. LINs with a Single Quantity Range (Exhibit E): The evaluated quantity for each LIN items with a single quantity range will be the maximum quantity in the single quantity range. The evaluated quantity will be multiplied by the proposed unit price for each ordering period adjusted to include the evaluated per unit rental value and multiplied by the weighted percent in order to derive the weighted evaluated price per ordering period. The weighted evaluated price for the FAT Non Recurring Expenses (NRE) will be the proposed FFP price multiplied by the weighted percent for each ordering period and summed to derive the evaluated price for NRE FAT. The weighted evaluated price for FAT for each ordering period will be rounded to the nearest whole dollar and added to the evaluated price for FFP FAT NRE price to compute the evaluated price for LINs with a single quantity range.

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b. LINS with Multiple Quantity Ranges (Exhibit D, F, G, H, J): A weighted unit price will be calculated for each LIN by multiplying the proposed unit price for each range, adjusted to include the evaluated per unit rental value for Government property by its assigned weight, and summing the weighted unit prices for all quantity ranges, rounded to the nearest hundredth (two decimal places). The weighted unit price will be multiplied by the evaluated quantity to compute the evaluated price, rounded to the nearest whole dollar. The evaluated quantity for each LIN will be the stated quantity based upon the anticipated requirements, as reflected in the Independent Government Estimate (IGE).

(iii) HUBZone: Price Evaluation Preference for HUBZone Small Business Concerns: If a HUBZone certified small business concern submits an offer in response to the solicitation, in accordance with FAR 52.219-4, when applicable and as required by the provision, an adjustment will be made by adding the applicable factor(s) to the price of other offers.

(iv) Evaluated Royalty Amount. In accordance with the license agreement between the US Government and Kongsberg Defence & Aerospace AS (KDA), a royalty fee is applicable for each system reflected in Exhibit D that is manufactured by an entity other than KDA. As such, an evaluated royalty amount will be added to the total evaluated price of Offerors other than KDA. The royalty price adjustment will be calculated by applying \$10,000 to each of the Systems, included in Exhibit D, the Government anticipates requiring for all ordering periods, as reflected in the Independent Government Estimate (IGE).

Factor 5: PAST PERFORMANCE FACTOR

The Government will evaluate the Offerors record of past and current performance to ascertain the probability of successfully performing the required efforts of the SOW.

a. Evaluation of past performance shall be in accordance with this plan utilizing the forms set forth in Appendix D, if applicable.

b. The Government will focus its inquiries on the Offerors (and major/key subcontractors) record of performance as it relates to all solicitation requirements, including cost, schedule, performance, management of subcontractors and compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, Small Business Subcontracting Plan. For the purposes of this SSP/Requirement, major/key subcontractors are defined as members of an Offerors overall team who are providing critical hardware and/or are expected to perform 10% percent or more of the primes total proposed price. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, Offerors will be reminded to include the most recent and relevant efforts (within the past three years) in its proposal. Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will be assigned a neutral confidence rating and its proposal will not be evaluated either favorably or unfavorably on past performance. The Government may use data provided by the Offeror in its proposal and data obtained from other sources, including Contract Performance Assessment Reporting System (CPARS). Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving Substantial Confidence rests with the Offerors.

c. Offerors shall submit all Government contracts for the prime Offeror and each major/key subcontractor in performance or awarded during the past 3 years, from the issue date of this RFP, which are relevant to the efforts required by this RFP.

d. The past performance factor considers each Offerors demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are three aspects to the past performance evaluation: recency, relevancy, and quality.

(i) RECENCY: The first aspect is to evaluate the recency of the Offerors past performance. Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information.

(ii) RELEVANCY: The second aspect is to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however, the following criteria (see Table 2) will be used to establish what is relevant which shall include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

Table 2 - Past Performance Relevancy Ratings		
Rating	Definition	
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation	

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	requires.	
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.	
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires	
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.	

(iii) QUALITY ASSESSMENT: The third aspect assesses the overall quality of the Offerors past performance. Documented results from Past Performance information obtained form the support and basis for this assessment.

e. Performance Confidence Assessment: Utilize the Performance Confidence Assessment (see Table 3 below) to select the most appropriate confidence level for each Offeror. Ensure the rationale for the conclusions reached are included.

TABLE 3 - Performance Confidence Assessments	
Rating	Definition
Substantial Confidence	Based on the offerors recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offerors recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the facto of past performance.
Limited Confidence	Based on the offerors recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offerors recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Factor 6: SMALL BUSINESS PARTICIPATION FACTOR

The Small Business Participation Factor will receive a color/adjectival rating. The Government will evaluate the extent of first-tier small business participation (in terms of the Offeror's proposed Total Contract Price) which the Offeror credibly proposes to subcontract to U.S. Small Business (SB) concerns (including Small Business (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Historically Underutilized Business Zone (HUBZone SB), Veteran-Owned Small Businesses (VOSB), and Service Disabled Veteran-Owned Small Businesses (SDVOSB) in the performance of the contract. For the purpose of this evaluation, the extent of Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern, for North American Industry Classification System (NAICS) code 332994 Small Arms, Ordnance, and Ordnance Accessories Manufacturing, will also be considered small business participation.

The evaluation will consist of the following:

a. The extent to which the proposal identifies challenging goals for participation by U.S. small business concerns and the adequacy of the rationale that support those goals (to include, as described above, the participation of the Offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the Offeror's proposed Total Contract Price.

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b. An assessment of the realism, which includes strengths and weaknesses, that the Offeror will achieve the levels of small business participation identified in the proposal. This assessment will be based on an assessment of the Offeror's proposed small business participation approach and the probability that the Offeror will satisfy commitments and requirements, based upon the extent of satisfaction of FAR 52.219-8 and/or FAR 52.219-9 (as applicable) commitments on prior contracts.

TABLE 4 Small Business Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objective.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objective.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the small business objective.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objective.
Red	Unacceptable	Proposal does not meet the small business objective.

Definitions:

Significant Strength - An aspect of an Offerors proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

Strength - An aspect of an Offerors proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

Significant Weakness - A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

Uncertainty - Any aspect of a non-cost/price factor proposal for which the intent of the Offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

Adverse Past Performance - Past performance information that supports a less than satisfactory rating on any evaluation.

EVALUATION OF OFFERS/QUOTES - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING

(a) When the Government decides to exercise its right to waive First Article Sample, as to a particular offeror/quoter, that offer will be evaluated without the price submitted for First Article Sample.

(b) Earlier delivery resulting from a waiver of the First Article Sample shall not be a factor in evaluation for award.

*** END OF NARRATIVE M0001 ***

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-2	52.247-49	DESTINATION UNKNOWN	APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows: Ship under a TAC, provided with each order.

(End of Provision)