

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 70				
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W58RGZ-19-R-0081		6. Solicitation Issue Date		
7. For Solicitation Information Call:		A. Name ELEANOR BADER			B. Telephone Number (No Collect Calls) (256) 313-3082		8. Offer Due Date/Local Time 2019MAY10 11:59am			
9. Issued By ARMY CONTRACTING COMMAND-REDSTONE REDSTONE ARSENAL AL 35898-5280				Code W58RGZ		10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For:				
Email: ELEANOR.L.BADER.CIV@MAIL.MIL				<input type="checkbox"/> Small Business		<input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program				
						<input type="checkbox"/> Hubzone Small Business		<input type="checkbox"/> EDWOSB		<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business
11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule				12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)		13b. Rating DOA1		
15. Deliver To SEE SCHEDULE				Code		14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
Telephone No.				16. Administered By		Code				
17a. Contractor/Offeror		Code		Facility		18a. Payment Will Be Made By				
Telephone No.		Code		Facility		Code				
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum						
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE				21. Quantity	22. Unit	23. Unit Price		24. Amount
		(Use Reverse and/or Attach Additional Sheets As Necessary)								
25. Accounting And Appropriation Data							26. Total Award Amount (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda						<input checked="" type="checkbox"/> Are		<input type="checkbox"/> Are Not Attached.		
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are		<input type="checkbox"/> Are Not Attached.		
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.						<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:				
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)						
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed				

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

32a. Quantity In Column 21 Has Been

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

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

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

Page 2 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: ELEANOR BADER
Buyer Office Symbol/Telephone Number: CCAM-ALB/(256)313-3082
Type of Contract 1: Firm Fixed Price
Kind of Contract: Maintenance Contracts

*** End of Narrative A0000 ***

1. Reserved.
2. This is a five (5) year Firm-Fixed-Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract pursuant to FAR 52.216-22
3. There is an adequate Depot Maintenance Work Requirement (DMWR), DMWR-1-2840-248-1/-2/-3/-4 and applicable Maintenance Engineering Order(s) (MEOs) for the Overhaul/Upgrade of the UH-60 Power Turbine Module. This is a 100% Small Business Set-Aside. This procurement is restricted to GE Engine Services, Inc. (CAGE Code 24113), Vector Aerospace (CAGE Code 3AH19), and Beth Shemesh Engines, Inc. (CAGE Code S0204).
4. When Applicable, the contractor is reminded to complete the Foreign Military Sales (FMS) Customer DA FORM 2410 (Component Removal and Repair Overhaul/Upgrade Record), submitted with the item for repair, in accordance with DA Pamphlet 738-751 and TB-1500-341-01. Upon completion of repair, if authorized, the contractor is reminded to fill out U.S. Army DA Form 2410 and return it to the FMS customer with the repaired asset(s), along with the FMS customer version of the DA Form 2410.
5. The FMS Customer and geographical location(s) for deliveries, inspection and acceptance points are unknown at this time.
6. Subject to the availability of funds, any quantities ordered will be priced at the unit price established for the ordering period in which they are ordered. Funds shall be obligated by issuance of Delivery Orders and not by the contract itself.
7. The minimum quantity set forth herein shall be obligated on Delivery Order (DO) 0001, to be issued simultaneously with the award of the contract. Any additional quantities ordered will be priced at the firm fixed price in effect during the ordering period in which they are ordered.
8. The Government will not be required to obtain the contractor's signature prior to the issuance of an order.
9. Reserved.
10. The Government has segregated the estimated quantities into five ordering periods. However, this does not preclude exercising the Government's right under FAR 52.216-19 by ordering the maximum quantity specified in FAR 52.216-19(b)(1) at any time during the five year ordering period.

Ordering Period 1 will be from date of contract award through 365 days after contract award (DACA).
Ordering Period 2 will be from 366 DACA through 730 DACA.
Ordering Period 3 will be from 731 DACA through 1,095 DACA.
Ordering Period 4 will be from 1,096 DACA through 1,460 DACA.
Ordering Period 5 will be from 1,461 DACA through 1,825 DACA.
11. Please insert your firm fixed unit prices for the 1st, 2nd, 3rd, 4th, and 5th ordering periods in the spaces provided under each CLIN/SubCLIN.
12. Reserved.
13. No Government Furnished Materials (GFM), other than the reparable assets and reusable containers, will be provided.
14. Offers shall be submitted in accordance with FAR Clause 52.212-1. Facsimile and electronic submissions are not authorized.

Proposals shall be mailed to:

Army Contracting Command - Redstone
ATTN: Eleanor L. Bader, CCAM-ALB
Bldg. 5303, 2nd Floor
Redstone Arsenal, AL 35898-5280
15. If any offeror chooses to hand carry their proposal, the offeror must reach the appointed location (identified as building 5300, 5300 Martin Road, Redstone Arsenal, AL 35898, Foyer) by the date and time as stated in block 9 on page 1 of the solicitation. Please be

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0081	Page 3 of 70
	PIIN/SIIN	MOD/AMD

Name of Offeror or Contractor:

advised that Redstone Arsenal is a restricted facility and should an offeror choose to hand carry a proposal, a minimum of 72 hours notice to the Contracting Officer is required in order to ensure access by the closing date/time of the solicitation. Any unauthorized entity must be identified as having a need, as validated by the Contracting Officer, in order to gain access to the post. The contracting office must notify the Gate personnel, who monitor post access, a minimum of 48 hours prior to an entity gaining entrance to the restricted post. Please note that any proposals delivered late as a result of failure to comply with the procedure will not be accepted, IAW FAR 52.212-1 entitled "Instructions to Offerors-Commercial Items".

16. Reserved.

17. Reserved.

18. The contractor shall provide with their proposal a response that addresses the contractor's plan to meet all government special tooling and test equipment requirements with either:

1. Physical possession of the required tools, 2. Confirmed requisitions for the required tools, 3. Confirmed arrangements for subcontracting the processes requiring the special tools, or 4. Specific plans describing their technical approach to develop equivalent tools.

19. Following are specific technical requirements:

a. Auxilliary T700GE701D Cold Section Module, T701D Hot Section Module (combustion liner, matched Gas Generator rotor stator assembly, Stage 1 Gas Generator nozzle) and T701D accessory components are required for use in testing the Power Turbine Module. Or, as an option, an auxilliary T700GE701D full engine can be used for this purpose.

b. A T701D Stage 3 Power Turbine nozzle is required for correlating the Contractors Fleming Flow Machine (or equivalent) per MEO-P3392.

c. Engine Test Cell is required for testing per DMWR Chapter 4, with instrumentation and accuracy to adequately measure parameters required by DMWR.

d. One T700GE701D Correlation engine is required to correlate the test cell IAW MEO-P5828A. MEO requires that the correlation engine be run at the OEM or OEM traceable test stand for a baseline. The correlation engine would be maintained on site for the duration of the contract production, for use in verifying test cell(s); Or, if not maintained on site, it would be required to be available when required for subsequent correlations or troubleshooting. MEO requires recorrelation every 3 years, or when there is significant changes to the the test cell.

20. The contractor is instructed to put the following words in the remarks column of the DD 250/WAWF: "Repair and Return Process D6".

21. Access to DLA EMALL is NOT authorized.

22. The National Defense Authorization Act for Fiscal Year 1993, Public Law 102-484, Section 326, prohibits use of Other Direct Cost (ODC) in Department of Defense contracts awarded on or after 1 June 1993, unless appropriate authority is granted.

23. The following websites are provided for the purpose of obtaining/reviewing various Army publications and technical manuals/bulletins:

A. <https://liw.logsa.army.mil/etmapp/#/etm/home> - Technical Manuals and Bulletins

B. <http://www.apd.army.mil/> - DA Pamphlets and Army Regulations

24. COMPLETE THE FOLLOWING CONTRACTOR POINT OF CONTACT INFORMATION:

NAME: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>PVA</p>				
0001AA	<p><u>PRODUCT VERIFICATION AUDIT (PVA)</u></p> <p>SERVICE REQUESTED: PVA CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN represents the Product Verification Audit (PVA) for the UH-60 Power Turbine Module NSN: 2840-01-286-1909/2840-01-503-1700, as shown in CLIN 0002AA.</p> <p>PVA shall be in accordance with Section E, "Product Verification Audit (PVA) Statement of Work".</p> <p>PVA shall be conducted within 90 days after receipt of reparable. The Contractor shall prepare 3 assets for PVA. The Contractor is required to notify the Government Quality Office for scheduling of the PVA by email to the following address:</p> <p>usarmy.redstone.rdecom-amrdec.mbx.qs-contracts@mail.mil</p> <p>With copy emailed to the Contract Specialist at:</p> <p>eleanor.l.bader.civ@mail.mil</p> <p>The Contractor will prepare and forward, through the cognizant Government Quality Element, finalized audit reports within 10 working days after completion of the PVA to both email address above.</p> <p>Correlation Performance Study is required.</p> <p>Correlation Performance Study Requirements: MEO-P5828A for PT module test, and MEO-P3392 for Stage 3 PT nozzle.</p> <p>NOTE: A copy of the cover letter for the report shall be forwarded to the Contract Specialist at:</p> <p>U.S. Army Contracting Command - Redstone Bldg 5303, 2nd Floor ATTN: CCAM-ALB, Eleanor L. Bader Redstone Arsenal, Alabama 35898-5000</p> <p>PVA requires approval prior to Government acceptance of contract deliverable assets.</p>				<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Failure to pass the PVA may lead to Termination for Default of the contract.</u></p> <p><u>Payment Instructions:</u> The Contractor will go into Wide Area Work Flow (WAWF) to receive payment for the PVA. The Contractor shall use DODAAC W58H0Z when submitting the PVA invoice in WAWF.</p> <p>THE IS A FIRM-FIXED-PRICE CLIN.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				
0002	<p>POWER TURBINE MODULE NSN: 2840-01-503-1700 Mfr CAGE: 05088 Mfr Part Number: 6071T26G02</p>				
0002AA	<p><u>OVERHAUL OF THE POWER TURBINE MODULE</u></p> <p>COMMODITY NAME: POWER TURBINE MODULE</p> <p>This CLIN is for the <u>Overhaul</u> of the UH-60 Blackhawk, Power Turbine Module.</p> <p>Input: NSN: 2840-01-503-1700 P/N: 6071T26G01/6071T26G02</p> <p>Output: NSN: 2840-01-503-1700 P/N: 6071T26G02</p> <p>MINIMUM: 25 MAXIMUM: 400</p> <p>(End of narrative B001)</p> <p>Offeror is required to fill in proposed firm-fixed-unit price(s) for the ordering periods 1 to 5:</p> <p>ORDERING PERIOD 1- U/P \$_____ (FFP) Min Qty 13 EA US</p> <p>ORDERING PERIOD 2- U/P \$_____ (FFP) Est Qty 45 EA US</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
W58RGZ-19-R-0081
PIIN/SIIN MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ORDERING PERIOD 3- U/P \$_____ (FFP) Est Qty 45 EA US</p> <p>ORDERING PERIOD 4- U/P \$_____ (FFP) Est Qty 48 EA US</p> <p>ORDERING PERIOD 5- U/P \$_____ (FFP) Est Qty 50 EA US</p> <p>Overhaul is in accordance with Section C, entitled Statement of Work/Specifications - Government Specifications.</p> <p>This Firm-Fixed-Price (FFP) CLIN includes all labor charges, mandatory and non-mandatory replacement parts and material, preservation, packaging, packing, marking, and data items necessary to return the unit to a serviceable condition as stated in Section C entitled Statement of Work/Specifications - Government Specifications.</p> <p>Delivery of overhauled assets are in accordance with Section F.</p> <p>THIS IS A FIRM-FIXED-PRICE CLIN.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Origin</p>				
0002AB	<p><u>UPGRADE OF THE POWER TURBINE MODULE</u></p> <p>COMMODITY NAME: POWER TURBINE MODULE</p> <p>This CLIN is for the <u>Upgrade</u> of the UH-60 Blackhawk, Power Turbine Module.</p> <p>Input: NSN: 2840-01-286-1909 P/N: 6071T26G01/6071T26G02</p> <p>Output: NSN: 2840-01-503-1700 P/N: 6071T26G02</p>			\$_____	\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>MINIMUM: 25 MAXIMUM: 400</p> <p>(End of narrative B001)</p> <p>Offeror is required to fill in proposed firm-fixed-unit price(s) for the ordering periods 1 to 5:</p> <p>ORDERING PERIOD 1- U/P \$_____ (FFP) Min Qty 12 EA US</p> <p>ORDERING PERIOD 2- U/P \$_____ (FFP) Est Qty 45 EA US</p> <p>ORDERING PERIOD 3- U/P \$_____ (FFP) Est Qty 45 EA US</p> <p>ORDERING PERIOD 4- U/P \$_____ (FFP) Est Qty 47 EA US</p> <p>ORDERING PERIOD 5- U/P \$_____ (FFP) Est Qty 50 EA US</p> <p>Upgrade is in accordance with Section C, entitled Statement of Work/Specifications - Government Specifications.</p> <p>This Firm-Fixed-Price (FFP) CLIN includes all labor charges, mandatory and non-mandatory replacement parts and material, preservation, packaging, packing, marking, and data items necessary to return the unit to a serviceable condition as stated in Section C entitled Statement of Work/Specifications - Government Specifications.</p> <p>Delivery of upgraded assets are in accordance with Section F.</p> <p>THIS IS A FIRM-FIXED-PRICE CLIN.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FOB POINT: Origin POWER TURBINE MODULE NSN: 2840-01-503-1700 Mfr CAGE: 05088 Mfr Part Number: 6071T26G02				
0003AA	<p><u>OVERHAUL OF THE POWER TURBINE MODULE (FMS)</u></p> <p>COMMODITY NAME: POWER TURBINE MODULE</p> <p>This CLIN is for the <u>Overhaul</u> of the UH-60 Blackhawk, Power Turbine Module.</p> <p>Input: NSN: 2840-01-503-1700 P/N: 6071T26G02</p> <p>Output: NSN: 2840-01-503-1700 P/N: 6071T26G02</p> <p>MINIMUM: 5 MAXIMUM: 80</p> <p>(End of narrative B001)</p> <p>Offeror is required to fill in proposed firm-fixed-unit price(s) for the ordering periods 1 to 5:</p> <p>ORDERING PERIOD 1- U/P \$_____ (FFP) Min Qty 3 EA US</p> <p>ORDERING PERIOD 2- U/P \$_____ (FFP) Est Qty 9 EA US</p> <p>ORDERING PERIOD 3- U/P \$_____ (FFP) Est Qty 9 EA US</p> <p>ORDERING PERIOD 4- U/P \$_____ (FFP) Est Qty 10 EA US</p> <p>ORDERING PERIOD 5- U/P \$_____ (FFP) Est Qty 10 EA US</p> <p>Overhaul is in accordance with Section C, entitled Statement of Work/Specifications - Government Specifications.</p> <p>This Firm-Fixed-Price (FFP) CLIN includes all labor charges, mandatory and non-mandatory</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<p>replacement parts and material, preservation, packaging, packing, marking, and data items necessary to return the unit to a serviceable condition as stated in Section C entitled Statement of Work/Specifications - Government Specifications.</p> <p>Delivery of overhauled assets are in accordance with Section F.</p> <p>THIS IS A FIRM-FIXED-PRICE CLIN.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Origin</p> <p><u>UPGRADE OF THE POWER TURBINE MODULE (FMS)</u></p> <p>COMMODITY NAME: POWER TURBINE MODULE</p> <p>This CLIN is for the Upgrade of the UH-60 Blackhawk, Power Turbine Module.</p> <p>Input: NSN: 2840-01-286-1909 P/N: 6071T26G02</p> <p>Output: NSN: 2840-01-503-1700 P/N: 6071T26G02</p> <p>MINIMUM: 5 MAXIMUM: 80</p> <p>(End of narrative B001)</p> <p>Offeror is required to fill in proposed firm-fixed-unit price(s) for the ordering periods 1 to 5:</p> <p>ORDERING PERIOD 1- U/P \$_____ (FFP) Min Qty 2 EA US</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ORDERING PERIOD 2- U/P \$_____ (FFP) Est Qty 9 EA US</p> <p>ORDERING PERIOD 3- U/P \$_____ (FFP) Est Qty 9 EA US</p> <p>ORDERING PERIOD 4- U/P \$_____ (FFP) Est Qty 9 EA US</p> <p>ORDERING PERIOD 5- U/P \$_____ (FFP) Est Qty 10 EA US</p> <p>Upgrade is in accordance with Section C, entitled Statement of Work/Specifications - Government Specifications.</p> <p>This Firm-Fixed-Price (FFP) CLIN includes all labor charges, mandatory and non-mandatory replacement parts and material, preservation, packaging, packing, marking, and data items necessary to return the unit to a serviceable condition as stated in Section C entitled Statement of Work/Specifications - Government Specifications.</p> <p>Delivery of upgraded assets are in accordance with Section F.</p> <p>THIS IS A FIRM-FIXED-PRICE CLIN.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Origin</p>				
0004	SCRAP				
0004AA	<p><u>SCRAP OF POWER TURBINE MODULE</u></p> <p>SERVICE REQUESTED: SCRAP CLIN CONTRACT TYPE: Firm Fixed Price</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>This is a Firm-Fixed-Price CLIN.</p> <p>(End of narrative B001)</p> <p>THE GOVERNMENT'S ESTIMATED QUANTITY PER ORDERING PERIOD IS 10 EACH FOR PROPOSAL EVALUATION PURPOSES ONLY.</p> <p>Offeror is required to fill in the proposed firm-fixed-unit prices for ordering periods 1 to 5:</p> <p>ORDERING PERIOD 1 \$_____ Est Qty 10 EA</p> <p>ORDERING PERIOD 2 \$_____ Est Qty 10 EA</p> <p>ORDERING PERIOD 3 \$_____ Est Qty 10 EA</p> <p>ORDERING PERIOD 4 \$_____ Est Qty 10 EA</p> <p>ORDERING PERIOD 5 \$_____ Est Qty 10 EA</p> <p>Scrap assets from CLINs 0002AA, 0002AB, 0003AA, and 0003AB shall be in accordance with Section C, entitled Statement of Work/Specifications - Government Specifications.</p> <p>Units authorized to be scrapped in accordance with Section C shall be reflected as an increase in CLIN 0004AA with a corresponding decrease in quantity and funds in CLINs 0002AA, 0002AB, 0003AA, and 0003AB.</p> <p>In the event the Procuring Contracting Officer (PCO) determines that certain items should be scrapped, the contractor shall scrap such items at the fixed-unit price in Section B hereof and make disposition in accordance with the contractor's approved Government property procedures.</p> <p>The Government may, at its discretion, replace any items scrapped by input of additional assets and said scrap quantities will not count as part of the total maximum quantity.</p> <p>Scrap requires authorization by the PCO via formal modification. In no event shall the contractor scrap an item prior to receiving a contractual modification for a unit.</p> <p>THIS IS A FIRM-FIXED-PRICE CLIN.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	CONTAINERS				
0005AA	<p><u>CONTRACTOR FURNISHED CONTAINERS</u></p> <p>SERVICE REQUESTED: CONTAINERS CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This is a Firm-Fixed-Price CLIN.</p> <p>(End of narrative B001)</p> <p>THE GOVERNMENT'S ESTIMATED QUANTITY PER ORDERING PERIOD IS 10 EACH FOR PROPOSAL EVALUATION PURPOSES ONLY.</p> <p>Offeror is required to fill in proposed firm fixed unit prices for ordering periods 1 to 5:</p> <p>ORDERING PERIOD 1 \$_____ Est Qty 10 EA</p> <p>ORDERING PERIOD 2 \$_____ Est Qty 10 EA</p> <p>ORDERING PERIOD 3 \$_____ Est Qty 10 EA</p> <p>ORDERING PERIOD 4 \$_____ Est Qty 10 EA</p> <p>ORDERING PERIOD 5 \$_____ Est Qty 10 EA</p> <p>The contractor shall provide the container in accordance with Section C, entitled Statement of Work/Specifications - Government Specifications and Section J, Attachment 0044 Packaging Requirements.</p> <p>NSN:8145-01-128-1855 P/N: 21C7300G01</p> <p>The Government cannot determine at the time of contract award, how many of the assets to be overhauled will be received by the Contractor in unserviceable containers or received without containers.</p> <p>The Contractor, IAW Section C Statement of Work, should submit a Report of Discrepancy (ROD) SF Form 364 through the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) for verification within 7 working days to the address shown on Exhibit B, Data Item A002. When assets are received in unserviceable containers or without containers, approval of the PCO is required before replacement containers are purchased.</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>This CLIN covers containers for CLINs 0002AA, 0002AB, 0003AA, and 0003AB.</p> <p>THIS IS A FIRM-FIXED-PRICE CLIN.</p> <p>(End of narrative C001)</p> <p><u>Deliveries or Performance</u></p> <p><u>DATA ITEMS</u></p> <p>Pricing for Data Items shall be included in the applicable unit price of CLINs 0002AA, 0002AB, 0003AA, and 0003AB.</p> <p>The contractor shall provide data items A001-A006, in accordance with CDRLS, DD Form 1423, Section J, Exhibits A-F.</p> <p>(End of narrative A001)</p>				
A001	<p><u>TAMMS-A</u></p> <p>SERVICE REQUESTED: DATA ITEM A001</p> <p>DATA ITEM A001 - DI-SESS-81758A- THE ARMY MAINTENANCE MANAGEMENT SYSTEM - AVIATION (TAMMS-A) - AS REQUIRED</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ ** NSP **
A002	<p><u>REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY</u></p> <p>SERVICE REQUESTED: DATA ITEM A002</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>DATA ITEM A002 - DI-MGMT-80503 - REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY (ROD) - AS REQUIRED</p>				\$ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
W58RGZ-19-R-0081
 PIIN/SIIN MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p> <p><u>PROCESS PLAN</u></p> <p>SERVICE REQUESTED: DATA ITEM A003</p> <p>DATA ITEM A003 - DI-MISC-80508B - PROCESS PLAN - AS REQUIRED</p> <p>(End of narrative B001)</p>				<p>\$ _____ ** NSP **</p>
A004	<p><u>Deliveries or Performance</u></p> <p><u>DD FORM 1348-1A</u></p> <p>SERVICE REQUESTED: DATA ITEM A004</p> <p>DATA ITEM A004 - DI-MISC-80508B - DD FORM 1348-1A - AS REQUIRED</p> <p>(End of narrative B001)</p>				<p>\$ _____ ** NSP **</p>
A005	<p><u>Deliveries or Performance</u></p> <p><u>CONTRACT DEPOT MAINTENANCE (CDM) PRODUCTION REPORT</u></p> <p>SERVICE REQUESTED: DATA ITEM A005</p> <p>DATA ITEM A005 - DI-PSSS-81995 - CONTRACT DEPOT MAINTENANCE PRODUCTION REPORT - AS REQUIRED</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ _____ ** NSP **</p>

CONTINUATION SHEET

Reference No. of Document Being Continued
W58RGZ-19-R-0081
 PIIN/SIIN MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A006	<p><u>QUALITY DEFICIENCY REPORT (QDR)</u></p> <p>SERVICE REQUESTED: DATA ITEM A006</p> <p>DATA ITEM A006 - DI-QCIC-80736 - QUALITY DEFICIENCY REPORT (QDR) - AS REQUIRED</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ <u> </u> ** NSP **</p>

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

Page 16 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>TITLE</u>	<u>DATE</u>
C-1	STATEMENT OF WORK/SPECIFICATIONS - GOVERNMENT SPECIFICATIONS	JUL/2001

a. The Contractor, as an independent Contractor, and not as an agent or employee of the Government, shall furnish all services, facilities, labor, parts, materials, equipment, tools and data necessary to accomplish the inspection and Overhaul/Upgrade required to return the items as specified in Section B, to condition code A as defined by Army Regulation 725-50. The input/output configuration shall be as defined in Section B herein. Upon completion of the Overhaul/Upgrade, as applicable, the items shall be packaged as defined in Section D and Attachment 0044 of this contract and shipped to the destination(s) specified in each individual delivery order.

b. Prior to commencement of Overhaul/Upgrade, the Contractor shall disassemble and inspect the item to the extent necessary to determine if the total cost of such Overhaul/Upgrade including labor, services, parts and materials. The Contractor shall continue the overhaul/upgrade process on all end items when the total cost to overhaul/upgrade does not exceed \$135,538.80. The overhaul/upgrade shown in Section B for CLINs 0002AA, 0002AB, 0003AA, and 0003AB are Firm-Fixed-Price (FFP). The Contractor will be required to complete the overhaul/upgrade at the FFP on all end items regardless of the damage as long as the total cost to overhaul/upgrade does not exceed \$135,538.80. The Contractor will be required to provide other than certified cost and pricing data and a Report of Discrepancy (ROD) signed by the DCMA QAR to the Procuring Contracting Officer (PCO) to confirm that the total cost to overhaul/upgrade will exceed \$135,538.80. This data will include at minimum material cost (65% of material cost will be supported by current vendor quotes), labor hours, labor rates, overheads, G&A(s), and profit rate. More information to support the Contractor's price may be requested by the Government. In no event will any asset be scrapped prior to an approved modification by the PCO. No additional funding except for missing parts will be provided to the Contractor to complete the overhaul/upgrade of the end item. The Government cannot guarantee the condition or configuration of the assets sent to the Contractor for overhaul/upgrade.

c. In the event that the total contractor cost to overhaul/upgrade is determined (approved by PCO) to exceed \$135,538.80, the Contractor shall scrap such items at the fixed unit price in Section B hereof and make disposition in accordance with (IAW) the Contractor's approved Government property procedures. Such scrapped items shall count toward the quantities ordered hereunder. The Government may, at its discretion, replace any items scrapped by input of additional assets, and said scrap quantities will not count as part of the total maximum quantity.

d. Overhaul/Upgrade shall be accomplished IAW with Depot Maintenance Work Requirement (DMWR) DMWR-1-2840-248-1/-2/-3/-4, Revision Date: 09/30/2014, Change # : 2 and best commercial practices using contractor specifications (blueprints and drawings), processes and procedures. The Contractor shall notify the PCO through the cognizant ACO of any change or deviation from the list of specifications (blueprints and drawings), processes and procedures provided by the Contractor with its proposal IAW the clause in Section L entitled, "Identification of Specifications, Processes and Procedures," and attached to this contract.

In conjunction with the DMWR, the following Maintenance Engineering Order(s) (MEOs) will be used, B2006, B2014A, B2056A, B2075, B2105, B2106, B2107, B2129B, B2130 REV A, B2131, B2135 REV A, B2148, B2152, 2156, B2191, B2210, B2217, B2218, B2219, B2220, B2224, B2227, B2239, B2272, B2295, B2307, B2308, B2311, B2321, B2412, B2419, B2420, and B2581.

e. The Overhaul shall comply with the critical characteristics identified as an attachment to the Solicitation/Contract, see Section J, Attachment 0038.

f. Upon receipt of the reparable, containers shall be reviewed for serviceability. Containers shall be considered serviceable unless one or more of the following conditions exist: (1) containers are structurally damaged to include functional damage to the suspension system, cracks or holes to the container hull, hull deformity to the extent the container cannot be closed (or sealed where required), or dents that will interfere with the item envelope; (2) corrosion has progressed to the point where fit, function or the life of the container is affected. Items received without containers or containers determined to be unserviceable shall be processed IAW the Contractor's locally approved Government Property procedures. Components received improperly packaged, damaged with corrosion/deterioration or those with shipping discrepancies shall be reported IAW Data Item A002, Exhibit B.

g. Any Contractor paint facility which is used in the performance of this contract shall comply with the Environmental Protection Agency and Occupational Safety and Health Administration standards for painting as implemented by TM 55-1500-345-23, with change 12, Painting and Marking of Army Aircraft.

h. Data and reports shall be submitted IAW the Contract Data Requirements List, DD Form 1423, Exhibits A-F. Data shall be packaged, packed and marked as necessary to assure safe delivery to the addressees indicated on the DD Form(s) 1423. All RODs and QDRs must be approved/signed by the DCMA QAR prior to submission.

i. Product Verification Audit (PVA) shall be conducted IAW CLIN 0001AA and the Product Verification Audit (PVA) Statement of Work, as specified in Section E of the Solicitation/Contract. The Frozen Plan must be prepared IAW DI-MISC-80508, PROCESS PLAN, Data Item A003, Exhibit C, and the Frozen Plan Description and Guidance Instructions, Attachment 0040, and approved before the PVA may be conducted.

Name of Offeror or Contractor:

j. The Army Maintenance Management System - Aviation (TAMMS-A): The Contractor shall complete the forms and records as specified in DA PAM 738-751.

k. Reserved.

l. Reserved.

m. Reserved.

n. Inventory Transactions - The Contractor shall prepare the following reports:

1. The contractor shall prepare a Depot Maintenance Production Report IAW DI-PSSS-81995, Data Item A005, Exhibit C and Attachment 0042.

2. The contractor shall complete and maintain the DD Form 1348-1A receipt for reparable on all shipments IAW DI-MISC-80508 and DD Form 1348-1A. The contractor shall complete the DD Form 1348-1A, Block 10 (indicates the quantity received), along with Block 22 (signature), and Block 23 (date). Printed names, name/date stamps, and initials shall not be acceptable. If a DD Form 1348-1A is not delivered with the shipment, a DD Form 1348-1A is located at:

http://www.acq.osd.mil/dpap/ccap/cc/jcchb/files/formspubsregs/dod_funding_documents/dd13481a.pdf

The contractor shall prepare this data to include the following corresponding receipt information:

A. National Stock Number (NSN) - (Positions 8-22)

B. Condition Code - (Position 71)

C. Unit Price - (Positions 74-80)

D. Total Price - (Block 1)

E. Actual Quantity Received - (Block 10)

F. Nomenclature - (Block 17)

G. Signature and Date - (Blocks 22 and 23)

An example of a 1348-1A filled out correctly is attached (See Attachment 0042).

If there are any questions with the above information please contact: usarmy.redstone.usamc.mbx.immc-smb-ammo@mail.mil

o. Reserved.

p. Reserved.

q. The Government reserves the right to replace any items scrapped.

r. Reserved.

s. The Contractor shall prepare the Quality Deficiency Report IAW DI-QCIC-80736, Data Item A006, Exhibit F.

t. Reserved.

u. Shipping Containers, NSN:8145-01-128-1855, P/N: 21C7300G01, shall be utilized. Packaging requirements IAW instructions attached to the Solicitation/Contract, see Attachment 0004. The Contract must use a method of shipment that provides a procedure so that the package can be tracked in case the shipment is not received by AMCOM.

v. Maintenance & Overhaul (M&O) Plan Documentation: The Contractor shall provide documentation IAW DI-MISC-80508, Data Item A003, Exhibit C and Attachment 0003. The documentation shall include all legacy (existing) technical information, procedures, and processes (e.g., Overhaul/Upgrade travelers, workbooks, commercial manuals, drawings, specifications, planning, Federal Aviation Administration (FAA) approved documentation) that the contractor utilized or will utilize in the overhaul/upgrade of the item. The documentation may be in contractor format. The Contractor shall mark the documentation IAW the contract and provide for reproduction cost only.

*** END OF NARRATIVE C0001 ***

Name of Offeror or Contractor:

QE-STD-2
REVISION A
4 OCT 96

FLIGHT SAFETY PARTS
CRITICAL CHARACTERISTICS
MAINTENANCE & OVERHAUL
QE-STD 2

Paragraph

Purpose----- 1.0
 Scope----- 2.0
 References----- 3.0
 Definitions----- 4.0
 Policy----- 5.0
 Requirements----- 6.0
 Planning----- 6.1
 Plan Content----- 6.1.1
 Frozen Planning Requirements----- 6.1.2
 Changes to Frozen Planning----- 6.1.3
 Audits----- 6.2
 Critical Characteristics----- 6.3
 Inspection of Critical Characteristics----- 6.3.1
 Nonconforming Critical Characteristics----- 6.3.2
 Contradictory Critical Characteristics----- 6.3.3
 Delivered Nonconformances----- 6.3.4
 Records----- 6.4
 Traceability of Records----- 6.4.1
 Purchasing Records----- 6.4.2
 Retention of Records----- 6.4.3
 Certification of Personnel----- 6.5
 Measurement & Test Equipment----- 6.6
 Calibration----- 6.6.1
 Tolerance----- 6.6.2
 Government Furnished Material----- 6.7

1.0 PURPOSE: To establish the minimum level of activity that is required for the Maintenance and Overhaul (M&O) for Flight Safety Parts (FSPs) wherein the M&O affects or involves the Critical Characteristics (CCs) associated with the FSP. Requirements established herein are intended to establish and maintain the integrity of the CCs throughout the M&O process.

2.0 SCOPE: This document is intended to be used in conjunction with other contractually specified quality requirements. This document shall apply to all FSP.

3.0 REFERENCES:

- a. ANSI/ASQC B1,B2,B3-1996
- b. ISO 10012-1
- c. Competition Advocate's Shopping List(CASL)
- d. AMCOM Regulation 702-7 (Flight Safety Parts/New Source Testing Program Management)

4.0 DEFINITIONS:

a. Flight Safety Part, (Aircraft and Components): Any part, assembly, or installation containing a critical characteristic(CC) whose failure, malfunction, or absence could cause loss of or serious damage to the aircraft, and/or serious injury or death to the occupants.

b. Flight Safety Part, (Engine): Any part, assembly, or installation containing a CC whose failure, malfunction, or absence could cause an uncommanded engine shut down, and/or an uncontained engine failure resulting in loss of, or serious damage to the aircraft and/or serious injury or death to the occupants.

c. Critical Characteristic: Any feature throughout the life cycle of a FSP, such as dimension, finish, material or assembly,

Name of Offeror or Contractor:

manufacturing or inspection process, installation, operation, field maintenance, or depot overhaul requirement which if nonconforming, missing or degraded could cause the failure or malfunction of the FSP.

d. Approved Source: A manufacturer or vendor who has satisfied, prior to contract award, all AMCOM source approval requirements as set forth in the CASL to include, if applicable, engineering testing requirements (fatigue, endurance, and/or interchangeability).

e. Contractor: Any company or Government owned and operated depot performing M&O for AMCOM.

5.0 POLICY: To maintain the integrity and quality of FSP, components, sub-assemblies, and assemblies undergoing M&O, contractors providing such services are required to adhere to the requirements of this document in its entirety. If a contractor has difficulty in maintaining process control as evident through such things as internal management audits, customer audits, the receipt of quality deficiency reports for parts previously supplied to AMCOM et. al., this will require immediate corrective action for the current contract and could affect the award of future contracts to that contractor.

6.0 REQUIREMENTS: All requirements of this document (para 6.1 - 6.7) shall be complied with by a contractor receiving a contract for M&O of FSP. If a process or processes that involve a CC is subcontracted, this document must be imposed, in its entirety, on the subcontractor performing the work. If, during M&O replacement parts are required that are not identified on the repair parts lists, the contractor will contact the PCO for instructions on how to procure these parts.

6.1 PLANNING:

6.1.1 PLAN CONTENT: Each M&O process affecting a FSP critical characteristic as identified in the Depot Maintenance Work Requirements (DMWR) or other AMCOM authorized M&O procedure must be controlled by detailed procedures outlining each step or parameter of the process along with any required materials, tooling, equipment, or operator certification. All procedures shall be clearly defined and the values of characteristics recorded as applicable. Plans shall clearly define sequence of operation, machine type, and accept/reject limits for the specific process or operation. Critical processes not easily verified shall clearly define process operating parameters with tolerances. Plans shall clearly identify all CCs.

6.1.2 FROZEN PLANNING REQUIREMENTS: The contractor is responsible for developing M&O planning. Review and control of these plans will be the responsibility of the Contractor Control Board (CCB) consisting of qualified personnel equipped with adequate resources to assure development of complete, reliable, and traceable documentation. Parts maintained and overhauled utilizing these plans shall meet all contractual requirements. Plans developed for the M&O of FSP shall be frozen at the time the Product Verification Audit (PVA) is approved by the Government, or when a PVA is not required, prior to induction of the first M&O asset.

Once frozen, plans shall remain frozen throughout the existing contract and all subsequent contracts for M&O of the item unless changes to the planning are made in accordance with this standard. In addition all plans shall be made available to the Government at any time upon request. For future contracts, verification of the currency of this planning will also be required at the time of bid submission if specified in the solicitation.

6.1.3 CHANGES TO FROZEN PLANNING: Frozen M&O planning pertaining to a CC shall not be changed without prior CCB recommendation, justification to AMCOM and receipt of approval by the Procuring Contracting Officer (PCO) except changes occurring as the result of an AMCOM approved Engineering Change Proposal (ECP), or AMCOM Engineering Directive (AED) requires CCB approval only. All changes to frozen planning affecting CCs will be submitted to AMCOM for approval. When the item, CC, or process is accomplished by a subcontractor, the planning shall be reviewed and approved by the contractor, and be subject to the same restrictions as above. Changes to frozen planning not effecting CCs require only CCB approval.

6.2 AUDITS: Contractors are to perform self-audits of their frozen planning when that planning applies to CCs produced or verified in house. At a minimum, audits will be performed at the start of each M&O contract, annually, and when process changes occur. It is incumbent upon the contractor to assure that subcontractors accomplish self-audits, and maintain records verifying their vendors are in full compliance with the audit requirement. All audit findings will be recorded and corrective action will be documented.

6.3 CRITICAL CHARACTERISTICS:

6.3.1 INSPECTION OF CRITICAL CHARACTERISTICS: All CCs which can be nondestructively inspected/tested shall be subjected to 100 percent inspection by the contractor or subcontractor; however, assemblies containing CCs need only be disassembled to the extent required by the statement of work to return the assemblies to a serviceable condition, in these cases inspection of CCs is not necessary. CCs which require destructive testing are to be tested on a lot or batch basis, with no skip lots allowed. All completed work instructions shall identify the FSP part number, serial or lot number, and characteristic inspected. Critical characteristics shall be identified on the work instructions in such a manner as to draw attention to them. Work instructions shall reflect the exact readings or dimensions, date of inspection, identity of inspector, and any required inspection certification. These requirements are in addition to other contractual requirements.

6.3.2 NONCONFORMING CRITICAL CHARACTERISTICS: Nonconformances of CCs shall not be dispositioned "use as is" or "repair" through contractor actions. Rework to DMWR or other AMCOM approved procedures are acceptable. Waivers or deviations may be requested as specified in the contract. Request for waivers/deviations of CCs shall be classified as critical and will be forwarded to AMCOM for

Name of Offeror or Contractor:

approval/disapproval.

6.3.3 CONTRADICTORY CRITICAL CHARACTERISTICS: Contradictions between the DMWR or other AMCOM approved procedures shall be brought to the attention of the PCO immediately and any work pertaining to the CC in question shall be stopped until a written resolution to the contradiction is issued to the contractor from the PCO.

6.3.4 DELIVERED NONCONFORMANCES: Contractors shall notify the PCO immediately of any discovered Nonconformances that may exist in previously delivered FSP. Notification is required whether the characteristic in question has been classified as a CC or not. Notification shall include a description of the suspected nonconformance, contract number, part number, and affected serial numbers, or lot number (when applicable).

6.4 RECORDS:

6.4.1 TRACEABILITY OF RECORDS: All records relating to FSP shall be traceable to the date and place of M&O. Records shall provide the degree of traceability required to enable subsequent verification of all aspects of material, manufacture, special process, personnel certification, variability control charts (if applicable), assembly and inspection of CCs. Special processes include but are not limited to heat treat, shotpeening, and nondestructive testing.

6.4.2 PURCHASING RECORDS: All purchase orders for subcontracted products or processes that contain CCs must clearly identify the CC and reference this STD and if applicable QE-STD 1 for compliance. All documents and referenced data for FSP shall be available for review by the Government to determine compliance.

6.4.3 RETENTION OF RECORDS: The contractor shall retain copies of all records generated pursuant to this standard and make these records available to the Government upon request. Records shall be retained for a period of five years past after the contractor ceases the M&O process of the part for which this standard applies. At the end of this period or in the event of relocation or shutdown, all records shall be offered to the PCO prior to disposal.

6.5 CERTIFICATION OF PERSONNEL: Contractor personnel performing work or having inspection responsibilities pertaining to CCs, shall be certified to the appropriate professional level as outlined in the applicable national standards, best commercial practices, or as contractually required. A system for tracking personnel certification shall be an element in the contractor internal audit program to assure all certifications are maintained in a current status.

6.6 MEASUREMENT & TEST EQUIPMENT (M&TE):

6.6.1 CALIBRATION: Calibration of inspection equipment shall be in accordance with contractual requirements. All aspects of the supplier's calibration confirmation system shall be subject to Government verification at unscheduled intervals. The supplier's M&TE shall be made available for use by the Government, as needed. All measuring equipment that is used to measure CCs shall be monitored for effectiveness and reproducibility. A recommended method is provided in ISO 10012-1.

6.6.2 TOLERANCE: Measurement and Test Equipment (M&TE) used to inspect FSPs must be discriminate to within 10 percent of the total tolerance for the feature being inspected except as follows. For tolerances less than .001, M&TE must be discriminate to 20 percent.

6.7 GOVERNMENT FURNISHED MATERIAL: When material is furnished by the Government, the contractor's procedures shall include, as a minimum, the following:

- a. Examination upon receipt to detect damage in transit.
- b. Inspection for completeness and proper type.
- c. Periodic inspection and precautions to assure adequate storage conditions are maintained, and to guard against damage from handling and deterioration during storage.
- d. Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation.
- e. Identification and protection from improper use or disposition.
- f. Verification of quantity.
- g. Damaged/nonconforming Government Furnished Material shall be identified as such and is to be segregated in a secure controlled area pending Government disposition instructions.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 21 of 70**

W58RGZ-19-R-0081

PIIN/SIIN**MOD/AMD**

Name of Offeror or Contractor:

*** END OF NARRATIVE C0002 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 22 of 70****PIIN/SIIN**

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

PACKAGING AND MARKING

TITLEDATE

D-1

BAR CODE MARKING

JUN/2003

Bar Code Markings are required in accordance with the latest revision of MIL-STD-129 and ISO/IEC 16388 - Information Technology - Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39. Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

*** END OF NARRATIVE D0001 ***

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

Page 23 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

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

ISO 9001:2008 OR EQUIVALENT Any equivalent must be approved by the Contracting Officer prior to award.

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

TITLEDATE

E-5 CALIBRATION JAN/2012

The calibration of Test, Measurement and Diagnostic Equipment shall be in accordance with American National Standards Institute/National Conference of Standards Laboratories (ANSI/NCSL) Z540-3-2006 (General Requirements for Calibration Laboratories and Measuring and Test Equipment) or ISO 10012:2003 (Quality Assurance Requirements for Measuring Equipment). Terminology shall be as defined by International Organization for Standardization (ISO) 8402, Quality Management and Quality Assurance - Vocabulary.

*** END OF NARRATIVE E0001 ***

TITLEDATE

E-6 PRODUCT VERIFICATION AUDIT (PVA) STATEMENT OF WORK DEC/2006

Purpose: The purpose of this PVA SOW is to provide guidance to the contractor in the preparation for and execution of the PVA. The primary concept of the PVA is to validate that the contractor's overhaul processes and procedures comply with contract technical requirements. The PVA candidate(s) are used to evaluate that the contractor processes and procedures are adequate to ensure component integrity.

(a) The Contractor shall perform overhaul and present for acceptance THREE units of Lot/Item 0001AA as specified in this contract. This clause does not supersede instructions contained in depot overhaul work requirements, commercial overhaul manuals, or other applicable documents. It does not relieve the contractor from maintaining a quality system that will assure overhauled items conform to contractual requirements. Contractors may request to delay scheduled PVAs in frequency or waive PVA requirements of selected items in cases where accumulated objective evidence indicates that a consistent quality item is being delivered. The Command's actions will be based on the overall performance history, failure impact, supply impact, length of program, and nonscheduled PVAs accomplished by the AMRDEC Engineering Directorate (ED). Like or similar items may be grouped for these purposes provided concurrence is obtained from AMRDEC ED. The contractor may be directed by the Contracting Officer (CO) to increase or decrease the scope of a PVA pursuant to the "Changes" clause of the contract.

(b) The Contractor shall:

(1) With the concurrence of the cognizant government quality element and AMCOM, schedule and perform PVA as required by the terms of the contract or as otherwise required.

(2) Notify AMCOM through the cognizant government quality assurance element, with information copy to the AMRDEC ED, ATTN: QSCONTRACTS@AMRDEC.ARMY.MIL, of the date the PVA candidates will be available. Notification shall be provided at least 20 working days prior to the selected date if facilities are within the Continental United States. If facilities are outside the Continental United States, notification shall be provided at least 95 working days prior to the selected date to allow sufficient time for travelers to gain theater clearance.

(3) Provide technical personnel, tooling, measuring and test equipment, work area, forms, and clerical assistance, as required, to perform the PVA. If test cell or other specialized equipment is required; notification of readiness for PVA shall include the availability of these.

Name of Offeror or Contractor:

(c) The initial PVA will be performed on one of the first three (3) items overhauled. The PVA candidate will be selected by the AMRDEC PVA Team Chairman at random from the three (3) tendered for acceptance to the Government. For reoccurring audits, if any, the audit candidate will be selected by the PVA Team Chairman from all completed items currently available.

(d) The item selected for PVA will be inspected for adherence to preservation, packaging, packing, and marking requirements prior to removal from the shipping container. A visual inspection and functional test will be performed prior to disassembly.

(e) The PVA Team will review the shop travelers, production processes, procedures, tooling, and equipment used to overhaul the item being audited for adequacy and conformance to the contractual requirements. The PVA will include verification through objective evidence that all of the inspection, testing, measuring and diagnostic equipment used in the inspection/test of the PVA candidate are maintained in accordance with applicable calibration standards.

(f) Disassembly will be performed in an area accessible only to audit personnel. Normally, audit participation will be limited to specified production and quality assurance personnel of the contractor activity, the cognizant government Quality Assurance Representative (QAR), and the AMRDEC PVA Team Chairman and team personnel.

(g) Visual inspection, dimensional checks (such as backlash, end clearance, running clearance, etc.) and nondestructive testing are accomplished during and after disassembly IAW applicable technical directives. Findings are recorded for comparison with historical data and conformance evaluation. A 100% inspection (or as set forth in relevant specifications) of all physical characteristics, to include but not limited to, any dimensions, certifications for materials, processes and/or procedures, as well as any other requirements which may be set forth by other applicable specifications, or in any procurement packages, technical drawings. Depot Maintenance Work Requirements (DMWRs), Maintenance Engineering Orders (MEOs), and/or any other special/functional testing as set forth in this contract.

(h) Applicable accessories and components will be functionally tested and inspected to contractual/work specifications. The PVA team will review subcontractor certifications for testing and inspections. At the request of the PVA Team Chairman, processes (such as shotpeening, heat treating, etc.) performed by subcontractors will also be audited. Contractor shall be able to demonstrate that all testing, inspection procedures, and acceptance methods are documented in the appropriate area of the overhaul documents, and are approved and controlled by management.

(i) The PVA item shall be reassembled and functionally tested IAW applicable specifications and made ready for government acceptance including preservation, packing, packaging, marking, and update of historical records and all applicable documentation.

(j) Conduct of the PVA will be planned in a manner that adequately allows examination/audit of all procedures involved. Each step in the process shall be analyzed to determine compliance to specifications. It may not be logical or possible, due to time constraints, to track the same item throughout the PVA; therefore, at the AMRDEC PVA Team Chairman's discretion, examination of representative assemblies may be used as evidence of compliance to specification requirements. The AMRDEC PVA Team Chairman will determine the scope and detail of the PVA process. The AMRDEC PVA Team Chairman may delegate follow-up actions to the government QAR, when it is determined to be prudent to the PVA.

(k) During the course of the PVA, the PVA Team Chairman may request progress meetings to provide status to the contractor. After the PVA is completed, the AMRDEC PVA Team Chairman will conduct an exit critique attended by all concerned contractor personnel and the cognizant government QAR. The context of the audit findings and corrective actions will be discussed and any disputes will be resolved. Findings, classifications, and corrective actions will be discussed and determinations made as to cause of defect established (i.e., workmanship, tooling, technical requirements, etc.). The contractor's management personnel shall take immediate action to correct and preclude recurrence of all defects attributable to failure to comply with requirements.

(l) All defects will be recorded on the AMRDEC PVA Audit Finding Record by the PVA Team. The PVA Team Chairman will provide copies of each Finding to the contractor quality assurance element and the cognizant government QAR. This will allow immediate actions to begin in the resolution of the defect. Corrective actions as well as actions taken to prevent recurrence shall also be documented on this form by the contractor. The form shall be signed, as a minimum, by the contractor's quality manager or designated representative and the AMRDEC PVA Team Chairman. Further actions outlined below pertain to specific actions required by the contractor depending on the classification of the defects.

1. Observation: In the event an observation Finding is discovered, the contractor is not required to provide a written response, but it is encouraged to do so.

2. Minor: In the event a minor defect is discovered, the following actions shall be taken:

a. The contractor shall isolate the cause of the defect and initiate corrective actions.

b. All minor defects shall require a written response addressing corrective actions taken and actions taken to prevent recurrence.

c. In the event a minor defect is a recurring deficiency, regardless of weapon system or date when original discrepancy was noted, it will be written into the report as a minor defect, but the corrective actions required below for a major

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0081	Page 25 of 70
	PIIN/SIIN	MOD/AMD

Name of Offeror or Contractor:

defect will apply.

3. Major: In the event a major defect is discovered, the following actions shall be taken:

- a. The contractor shall halt any work in progress at the responsible station until corrective action is acceptable to the PVA Chairman.
- b. The contractor shall provide the QAR information reflecting the total quantity shipped, if any, and to what destination pertaining to any item that could contain the identified defect.
- c. The contractor shall determine impact of the defect on products previously delivered under this contract, if any, and initiate corrective action to address those units at no additional cost to AMCOM.
- d. The contractor shall isolate the cause of the defect and initiate corrective actions. All findings shall require an in-depth written response outlining corrective actions to prevent recurrence.
- e. The contractor shall review/revise work documents for the specified operation responsible for the defect to ascertain that they are complete, adequate, and sufficiently defined to assure that, if followed and completed by both production, maintenance and inspection personnel, they will provide objective evidence of a quality operation.
- f. The contractor shall assure the cognizant QAR and the AMRDEC PVA Team Chairman that positive, effective, corrective action has been initiated that will prevent recurrence of the cited defect. This assurance can be verbal at first, however, a written report from the contractor quality element containing all corrective actions completed and actions taken to prevent recurrence shall be provided to the QAR and the AMRDEC PVA Team Chairman within 24 hours after the verbal response.

4. Critical: In the event a critical defect is discovered, the following actions shall be taken:

- a. All actions outlined in paragraph 3 above shall be completed.
- b. Upon request, the contractor shall provide the AMRDEC Aviation Engineering Directorate technical information necessary for the issuance of a Safety of Flight Message or Aviation Safety Action Message to the field (if necessary).
- c. Government acceptance/release of product will cease immediately until corrective actions are acceptable to the contracting officer.

NOTE: Systemic quality and overhaul process discrepancies that affect the outcome of product(s) outside the scope of the PVA will require the cognizant QAR to issue a Corrective Action Request.

(m). Upon completion of the disassembly and testing portion of the selected PVA candidate, without finding any critical or major defects, the other two completed candidates will be released as PVA candidates. In the event that a critical or major defect is found in the audit candidate, the contractor shall satisfy the PVA Team Chairman that such a defect does not exist in the other 2 PVA candidates prior to acceptance, and effective corrective action has been initiated to preclude reoccurrence of the defect.

(n). The contractor shall prepare and forward, through the cognizant government quality element, finalized audit reports within ten (10) working days after completion of the PVA to Commander, U.S. Army Research Development and Engineering Command, ATTN: QSCONTRACTS@AMRDEC.ARMY.MIL, Redstone Arsenal, AL 35898-5000 and the Acquisition Center address as shown on Order 0001. (In the event reorganization changes this address, the contractor will be notified of the new, correct address by the CO). The report shall include:

- 1. Name and location of contractor
- 2. Contract number or equivalent
- 3. Descriptive noun, national stock number, part number, and serial number of the item audited
- 4. Complete description of each audit finding, with corrective action taken, and action taken to prevent recurrence.
- 5. The audit report shall be signed, as a minimum, by the contractor's quality manager or his designated representative.

Objections, accompanied with explanations, on any audit finding(s) shall be specifically annotated and forwarded to AMCOM for resolution. Objection by the contractor as to the existence of a defect or as to its classification will be resolved by the PVA Chairman. Further non-concurrence will be referred to the PCO for final resolution IAW the clause entitled "Disputes" as stated in the contract.

(o) The AMRDEC PVA Chairman will acknowledge receipt of the Final Audit Report and complete the following within 10 working days of receipt:

- 1. Review the Final PVA Report for compliance and completeness
- 2. Review the report for acceptance/rejection of corrective action and actions taken to prevent recurrence.
- 3. Forward a written reply to the AMCOM CO and/or cognizant government quality element, recommending acceptance or rejection of the Final Audit Report.

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0081	Page 26 of 70
	PIIN/SIIN	MOD/AMD

Name of Offeror or Contractor:

4. If the Final Audit Report is disapproved, the Contractor shall repeat any or all PVA tests, per Government request. If deemed in the best interests of the government, contract termination may be initiated. Upon request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the PVA item. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall then conduct the tests and deliver a revised report to the Government under the terms and conditions and within the time specified by the Government. These actions must be coordinated with the cognizant government QAR. The Government shall take action on this report within 10 working days. 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.

(p) The PVA unit is to be representative of the deliverable quantity. The Contractor shall overhaul both the PVA item and the contractual quantity at the same facility. In the event that there is a change to the process planning (i.e. changes in process sources, parts sources, or location where work is to be performed) after approval of the Final Audit Report, the contractor is required to provide notification of such changes to the CO, so that a determination can be made whether a new PVA is warranted. Notification is required 10 business days prior to shipment of the next delivery.

(q) The PVA candidates shall be shipped IAW contract delivery schedules or released to supply activity upon acceptance of the Final Audit Report. The Contractor SHALL NOT retain the PVA item approved under this contract to serve as the manufacturing standard of acceptance.

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

(s) Before PVA approval, the acquisition of materials or components for, or the commencement of overhaul of, the balance of the contract quantity is at the sole risk of the Contractor. Before PVA 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.

(t) In cases where this PVA is a part of the Source Approval Request (SAR) process, the process planning will be considered approved upon receipt of an approval memorandum from AMRDEC Aviation Engineering Directorate (AED). If the component is a Critical Safety Item (CSI), see those specific contract clauses for other requirements that may also be audited during the PVA. PVA approval is contingent on contractor submission and AED approval of changes to manufacturing planning, to correct defects identified during PVA.

(u) Unless otherwise specified in this contract, any end item destroyed or exceeds repairable limits during the PVA process is not to be considered as part of the contract quantity. The full quantity of acceptable and serviceable items must be delivered.

*** END OF NARRATIVE E0002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 27 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-29	F.O.B. ORIGIN	FEB/2006
4	52.247-34	F.O.B. DESTINATION	NOV/1991
5	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
9	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
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.

"Government's unit acquisition cost" means

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

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

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, 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.

Name of Offeror or Contractor:

"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:

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

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

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

Name of Offeror or Contractor:

(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 TBD.

(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 TBD.

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

Name of Offeror or Contractor:

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

(ii) The issuing agency code--

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

(11) Description.

** Once per item.

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, 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)

11 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION

MAR/2018

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

container.

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

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

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

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

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

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

Name of Offeror or Contractor:

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

	<u>Title</u>	<u>Date</u>
F-12	DELIVERY SCHEDULE	AUG/2001

(a) The Contractor agrees to accept the MINIMUM quantity of reparable(s) immediately upon issuance of a contract/delivery order(s).

Input of the reparable(s) by the Government and output of the completed items as specified in Section B, shall be accomplished in accordance with the following schedule:

(1) Input by Government:

ITEM NO.	QTY	No. of Days After Award of Contract/Order
0002AA/0002AB	3	30
	22	150
0003AA/0003AB	5	150

(2) Governments Required Output Schedule:

ITEM NO.	QTY	No. of Days After Award of Contract/Order
0002AA/0002AB	25	150
0003AA/0003AB	5	150

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

(3) Offerors Proposed Output Schedule:

ITEM NO.	QTY	No. of Days After Award of Contract/Order
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Name of Offeror or Contractor:

The delivery schedule for all data and reports is as specified on the DD Form 1423, Exhibit A-F.

*** END OF NARRATIVE F0001 ***

	<u>Title</u>	<u>Date</u>
F-13	DELIVERY OF ADDITIONAL QUANTITIES	AUG/2001

Additional quantities of Item 0002AA, 0002AB, 0003AA, and 0003AB up to the maximum quantity specified in Section B, if and when ordered in accordance with delivery order procedures, shall be delivered at a maximum monthly rate of eight (8) each per month commencing 120 days after receipt of reparable.

*** END OF NARRATIVE F0002 ***

	<u>Title</u>	<u>Date</u>
F-14	ACCELERATED DELIVERY	AUG/2001

The Government normally desires maximum acceleration of deliveries provided such acceleration is at no additional cost to the Government. However, prior to acceleration of delivery, approval must be obtained from the Procuring Contracting Officer. Acceleration in the delivery of end items will not be acceptable to the Government unless all other scheduled deliveries relating to contract items such as provisioning, technical documentation, drawings, publications, overpack kits, etc., are accelerated by an equal period of time.

*** END OF NARRATIVE F0003 ***

	<u>Title</u>	<u>Date</u>
F-15	DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE	OCT/1992

(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODAAC).

(b) The DODAAC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.

(c) To facilitate the assignment of the DODAAC, the contractor must provide the following information:

(1) Mailing address (including 9 digit zip code):

(2) Freight address:

(3) Contractor and Government Entity (CAGE) Code where the government property is to be delivered:

Name of Offeror or Contractor:

(4) Standard Point Location Code (SPLC):

(d) The contractor awarded this contract will be notified of the DODAAC when assigned, (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

*** END OF NARRATIVE F0004 ***

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

Page 36 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

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 and Receiving Report (COMBO)

(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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

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

(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.

Lindy L. Pinchon, Contracting Officer, lindy.l.pinchon.civ@mail.mil
Eleanor L. Bader, Contract Specialist, eleanor.l.bader.civ@mail.mil

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

(End of clause)

	<u>Title</u>	<u>Date</u>
G-2	PREPARATION AND DISTRIBUTION OF DD FORM D50 (MIRR)	MAR/2001

(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the Purchase Request Order number when cited in the contract.

(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:

Commander
U. S. Army Aviation and Missile Command
ATTN: CCAM-AL
Redstone Arsenal, AL 35898-5000

(c) When the contract covers Maintenance and Overhaul requirements, the Contractor shall forward one (1) additional copy of DD Form 250 (MIRR) to the following address:

Commander
U. S. Army Aviation and Missile Command
ATTN: AMSAM-MMM-OM
Redstone Arsenal, AL 35898-5000

(d) When the contract includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD

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

Page 38 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

Form

250 (MIRR) and one (1) copy of the shipping documents to the Foreign Military Sales representatives at the following address:

Commander
U. S. Army Aviation and Missile Command
ATTN: AMSAM-SA
Redstone Arsenal, AL 35898-5000

(e) "CONTRACT MAINTENANCE" will be annotated in bold letters on the DD Form 250 for all Maintenance and Overhaul contracts.

*** END OF NARRATIVE G0001 ***

TitleDate

G-3

PROCEDURES FOR RECEIPT OF REPARABLES

JUN/2007

An electronic copy of DD Form 1348-1A for all shipments of reparable shall be forwarded to 1) the email address in block 6 on page 1 of the basic contract/delivery order/modification and also to 2) <mailto:usarmy.redstone.usamc.mbx.immc-smb-ammo@mail.mil> . The DD Form 1348-1A shall annotate to which contract/delivery order the assets will be applied as reparable.

*** END OF NARRATIVE G0002 ***

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

Page 39 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	<u>Title</u>	<u>Date</u>
H-1	ENG CHG PROPOSAL, VALUE ENG CHG PROPOSAL, REQUEST FOR DEVIATION, REQUEST FOR VARIANCE, ENG RELEASE RECORDS, NOTICE OF REVISION, & SPECIFICATION CHG NOTICE PREPARATION AND SUBMISSION INSTRUCTIONS	MAR/2011

1. Contractor initiated Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Request for Variance (RFVs), collectively referred to as "proposals", shall be prepared, submitted and distributed in accordance with paragraphs 2, 3 and 4 below except as specified in paragraph 5 below.

2. Format.

a. Class I ECPs require the "Long Form Procedure" for documenting the change and describing the effects of the change on the suitability and supportability of the Configuration Item (CI). Class I ECPs should be limited to those that are necessary or offer significant benefit to the Government. Class I ECPs are those that affect the performance, reliability, maintainability, survivability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics, or other technical requirements in the specifications and drawings. Class I ECPs also include those changes that affect Government Furnished Equipment, safety, compatibility, retrofit, operation and maintenance manuals, interchangeability, substitutability, replaceability, source control specifications and drawings, costs, guarantees or warranties, deliveries, or schedules. Class II ECPs are those that do not affect form, fit and function, cost, or schedule of the system CI and do not meet the other criteria described above for Class I ECPs.

b. Long Form Procedure: Class I changes to the CI require that RDMR Form 523, pages 1 through 7 (as applicable), be prepared. Use of this procedure assures that all effects of the change on the CI are properly addressed and documented to the necessary detail to allow proper evaluation of the proposed change.

c. Short Form Procedure: ECPs and VECPs, which meet the requirements of Class II ECPs, shall be prepared using RDMR Form 523 (page 1 only). Supplemental pages may be used with the form as necessary. The responsible Contract Management Office (CMO) will enter the appropriate data in Block 5 "Class of ECP", Block 6 "Justification Codes", and Block 7 "Priority."

d. The Contractor shall not manufacture items for acceptance by the Government that incorporate a known departure from requirements, unless the Government has approved an RFD. RFDs shall be prepared using RDMR Form 527 or RDMR Form 530 (Type I, see block 5 of the form.)

e. The Contractor shall not submit items for acceptance by the Government that include a known departure from the requirements, unless the Government has approved a RFV. RFVs shall be prepared using RDMR Form 528.

f. Each ECP, RFD or RFV shall be accompanied by a written and signed evaluation prepared by the responsible Defense Contract Management Agency (DCMA) technical representative. The DCMA written evaluation shall be considered part of the ECP/RFD/RFV proposal.

g. Classification of RFDs/RFVs.

(1) Major RFDs/RFVs. RFDs/RFVs written against CIs shall be designated as major when the RFD/RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving health; performance; interchangeability; reliability; survivability; maintainability; effective use or operation; weight; appearance (when a factor); or when there is a departure from a requirement classified as major in the contractual documentation.

(2) Critical RFDs/RFVs. RFDs/RFVs written against CIs shall be designated as critical when the RFD/RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation involving safety or when there is a departure from a requirement classified as critical in the contractual documentation.

(3) Minor RFDs/RFVs. RFDs/RFVs written against CIs shall be designated as minor when the RFD/RFV consists of acceptance of an item having a nonconformance with contract or configuration documentation which does not involve any of the factors listed above in paragraphs g(1) or g(2), or when there is a departure from a requirement classified as minor in the contractual documentation.

h. Proposals shall include sufficient technical data to describe all changes from existing contract requirements.

i. Proposals shall include sufficient justification for making the change, including a statement of contract impact, if the change is not authorized.

j. Proposals for ECPs shall set forth a "not to exceed" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the equitable increase shall not exceed this amount.

Name of Offeror or Contractor:

k. Times allowed for technical decisions for ECP and RFD/RFV proposals will be worked out via mutual agreement between the Contractor and the Government.

l. The Contractor shall submit, concurrent with the ECP, a separate AMSAM-RD Form 525, "Specification Change Notice" (SCN), for each specification that would require revision if the ECP were approved.

m. Proposals for VECPs shall set forth a "not less than" price and delivery adjustment acceptable to the Contractor if the Government subsequently approves the proposal. If approved, the savings shall not be less than this amount.

n. The Contractor shall utilize RDMR Form 526, "Engineering Release Record" (ERR) to release new or revised configuration documentation to the Government for approval.

o. The Contractor shall utilize RDMR Form 524, "Notice of Revision" (NOR) to describe the exact change(s) to configuration documentation specified as a data requirement in the contract. The Contractor shall describe the change using subsections entitled "WAS" to describe the current contractual technical requirement and "IS" to describe the proposed new requirement.

3. Submittal. The Contractor shall submit two (2) copies of each proposal to the responsible Administrative Contracting Officer (ACO). One (1) copy of each proposal shall be returned to the Contractor within (5) working days after receipt by the ACO, stating whether or not the proposal is in compliance with this provision. Any unresolved differences between the ACO and the Contractor concerning ECPs, VECPs, RFVs or RFDs will be submitted to the PCO for resolution. Submittals may be made by electronic means by scanning the appropriate completed forms into a computer or preparing the forms electronically.

4. Distribution.

a. Electronic Distribution. The preferred method of distribution is through the Internet E-mail System to the PCO. Microsoft Word is required for use with the transmittal letter (E-mail). Required forms will be attached to the E-mail. All forms may be obtained from the Army Contracting Command - Redstone Website (<http://www.redstone.army.mil/amrdec/rdmr-se/tdmd/ConfigMgt.htm>) by clicking on "Forms/Checksheets." The forms are in both "Adobe Acrobat" and "Form Flow" formats. In order to access and use the forms, the user must have the "Adobe Acrobat" or "Form Flow" software installed on their computer. Drawings may be scanned into the computer and sent as an attachment. In some cases, because of size, drawings may have to be sent as hard copies or sent under special electronic instructions provided by the PCO. Contractors who do not have access to the Army Contracting Command - Redstone website will need to contact the PCO, the appropriate Project Office Configuration Management Office, or the Technical Data Management Division (RDMR-SET) to have the forms sent to their facility.

b. Hard Copy Distribution of Class I or II ECPs and RFD/RFVs, For each Class I or II ECP, or each RFD/RFV that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any type of change proposal that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation pertaining to the proposed engineering change action to the PCO. Assistance in preparing any of these proposals may be obtained from the ACO or AMCOM Change Control Point at:

Aviation and Missile Research, Development, and Engineering Center
ATTN: RDMR-SET
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-1335

c. Hard Copy Distribution of VECPs. For each VECP that the ACO determines to be in compliance with this provision, the Contractor shall submit the original plus five copies to the PCO and one copy to the ACO. Upon receipt of any VECP that is submitted to the PCO, the ACO shall immediately submit DCMA's written evaluation to the PCO. The Contractor shall also submit one copy of the VECP to the Value Engineering Program Manager (VEPM) whose address is below. Assistance in preparing VECPs may be obtained from the VEPM.

Aviation and Missile Research, Development, and Engineering Center
ATTN: RDMR-SEI
Redstone Arsenal, Al 35898-5000
Telephone: 256-876-8163

5. Alternate Format, Submittal or Distribution Process. Proposals may be prepared in a different format, submitted using a different submittal process or distributed in a different manner than specified in paragraphs 2, 3 and 4 above, so long as the alternate approach is in accordance with a Government approved configuration management plan governed by this contract or the PCO authorizes the alternate format, submittal, or distribution process.

6. Government Acceptance. Acceptance of a proposal by the Government shall be affected by the issuance of a change order or execution of a supplemental agreement incorporating the proposal into the contract unless the PCO authorizes another method of acceptance. The Government will notify the Contractor in writing if a proposal is determined to be unacceptable.

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

Page 42 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
2	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
3	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
4	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2018
5	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
6	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
7	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
8	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
10	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
11	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
12	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	OCT/2018

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

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

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

Page 43 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011) of 52.219-6.
- (iii) Alternate II (Nov 2011) of 52.219-6.
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Aug 2018) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017)(15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (26) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

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

Page 44 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

- X (ii) Alternate I (July 2014) of 52.222-36.
- X (31) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Feb 2016)(38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- ___ (38)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- ___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- X (44) 52.223-21, Foams (June, 2016) (E.O. 13693).
- ___ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (46) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ___ (47)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (MAY 2014) of 52.225-3.
- ___ (iii) Alternate II (MAY 2014) of 52.225-3.
- ___ (iv) Alternate III (MAY 2014) of 52.225-3.
- ___ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- X (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

Page 45 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (55) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).

X (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

___ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

___(iii) Alternate II (Feb 2006) of 52.247-64.

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

___ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

Name of Offeror or Contractor:

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

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

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0081 PIIN/SIIN	Page 47 of 70 MOD/AMD
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Name of Offeror or Contractor:

Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

13 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

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

(End of Clause)

14 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Power Turbine Module and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(End of Clause)

15 252.216-7006 ORDERING MAY/2011

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

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

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

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 48 of 70

W58RGZ-19-R-0081

PIIN/SIIN

MOD/AMD

Name of Offeror or Contractor:

(End of Clause)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 49 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	TAMMS-A - DATA ITEM A001	15-NOV-2016	002	EMAIL
Exhibit B	B ROD - DATA ITEM A002	28-DEC-2016	002	EMAIL
Exhibit C	PROCESS PLAN - DATA ITEM A003	28-DEC-2016	002	EMAIL
Exhibit D	DD FORM 1348-1A - DATA ITEM A004	28-DEC-2016	002	EMAIL
Exhibit E	CDM - DATA ITEM A005	17-JAN-2017	002	EMAIL
Exhibit F	QDR - DATA ITEM A006	28-DEC-2016	002	EMAIL
Attachment 0001	DMWR1-2840-248-CHANGE -1	30-SEP-2014	916	EMAIL
Attachment 0002	DMWR1-2840-248-CHANGE -2	30-SEP-2014	946	EMAIL
Attachment 0003	DMWR1-2840-248-CHANGE -3	30-SEP-2014		EMAIL
Attachment 0004	DMWR1-2840-248-CHANGE -4	30-SEP-2014	916	EMAIL
Attachment 0005	MEO B 2006	10-JUL-2015	001	EMAIL
Attachment 0006	MEO B 2014A	11-MAR-2016	002	EMAIL
Attachment 0007	MEO B 2056A	31-DEC-2015	002	EMAIL
Attachment 0008	MEO B 2075	26-AUG-2015	001	EMAIL
Attachment 0009	MEO B 2105	04-SEP-2015	003	EMAIL
Attachment 0010	MEO B 2106	04-SEP-2015	001	EMAIL
Attachment 0011	MEO B 2107	04-SEP-2015	001	EMAIL
Attachment 0012	MEO B 2129B	12-SEP-2016	009	EMAIL
Attachment 0013	MEO B 2130 REV A	11-MAR-2016	003	EMAIL
Attachment 0014	MEO B 2131	21-OCT-2015	002	EMAIL
Attachment 0015	MEO B 2135 REV A	10-MAR-2016	001	EMAIL
Attachment 0016	MEO B 2148	19-OCT-2015	001	EMAIL
Attachment 0017	MEO B 2152	20-OCT-2015	002	EMAIL
Attachment 0018	MEO B 2156	15-OCT-2015	003	EMAIL
Attachment 0019	MEO B 2191	30-DEC-2015	001	EMAIL
Attachment 0020	MEO B 2210	30-DEC-2015	001	EMAIL
Attachment 0021	MEO B 2217	16-MAR-2016	001	EMAIL
Attachment 0022	MEO B 2218	17-MAR-2016	002	EMAIL
Attachment 0023	MEO B 2219	17-MAR-2016	001	EMAIL
Attachment 0024	MEO B 2220	16-MAR-2016	004	EMAIL
Attachment 0025	MEO B 2224	11-JAN-2016	003	EMAIL
Attachment 0026	MEO B 2227	06-JAN-2016	003	EMAIL
Attachment 0027	MEO B 2239	13-JAN-2016	001	EMAIL
Attachment 0028	MEO B 2272	29-MAR-2016	001	EMAIL
Attachment 0029	MEO B 2295	04-MAR-2016	002	EMAIL
Attachment 0030	MEO B 2307	17-MAR-2016	001	EMAIL
Attachment 0031	MEO B 2308	17-MAR-2016	001	EMAIL
Attachment 0032	MEO B 2311	17-MAR-2016	002	EMAIL
Attachment 0033	MEO B 2321	12-APR-2016	002	EMAIL
Attachment 0034	MEO B 2412	13-JUL-2016	001	EMAIL
Attachment 0035	MEO B 2419	13-JUL-2016	001	EMAIL
Attachment 0036	MEO B 2420	24-JUN-2016	001	EMAIL
Attachment 0037	MEO B 2581	14-OCT-2016	001	EMAIL
Attachment 0038	CRITICAL CHARACTERISTICS	14-MAR-2017	044	EMAIL
Attachment 0039	REPORT OF DISCREPANCY (ROD) GUIDANCE	19-MAR-2018	002	EMAIL
Attachment 0040	FROZEN PLAN DESCRIPTION AND GUIDANCE	19-MAR-2018	003	EMAIL
Attachment 0041	DD FORM 1348-1A EXAMPLE	19-MAR-2018	001	
Attachment 0042	DEPOT MAINTENANCE PRODUCTION REPORT SAMPLE	31-JAN-2014	001	EMAIL
Attachment 0043	DOCUMENT SUMMARY LIST	14-MAR-2017	002	EMAIL
Attachment 0044	PACKAGING REQUIREMENTS	14-MAR-2017	001	EMAIL
Attachment 0045	TDPL	01-AUG-2017	016	EMAIL

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

Page 50 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2018
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Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus-Representation. Applies to all solicitations with institutions of higher education.

(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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 22.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 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.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 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:

___ (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.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

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)

2	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018) --ALTERNATE I (OCT 2014)	OCT/2014
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The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

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

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

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

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

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

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

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"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;

Name of Offeror or Contractor:

- (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.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

"Sensitive technology"--

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

NOTE to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: "Administrative merits determination", "Arbitral award or decision", paragraph (2) of "Civil judgment", "DOL Guidance", "Enforcement agency", "Labor compliance agreement", "Labor laws", and "Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

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

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

Page 54 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 55 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

(ii) It ___ is, ___ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

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

(2) Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

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

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

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

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

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

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of

Name of Offeror or Contractor:

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

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

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

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

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

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this

Name of Offeror or Contractor:

provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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

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

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

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

(2) [] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

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

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

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

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

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

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

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

* Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [___] is, [___] is not an inverted domestic corporation; and

(ii) It [___] is, [___] is not a subsidiary of an inverted domestic corporation.

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

Page 61 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> .)

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

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

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

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

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

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

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that--

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

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

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

Page 62 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

(2) The Offeror represents that--

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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

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

(s) [Reserved.]

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0081 PIIN/SIIN MOD/AMD	Page 63 of 70
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Name of Offeror or Contractor:

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

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

Page 64 of 70

PIIN/SIIN

W58RGZ-19-R-0081

MOD/AMD

Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL/2016
3	252.215-7008	ONLY ONE OFFER	OCT/2013
4	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Firm-Fixed Price (FFP), five-year Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

5 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (DEVIATION 2018-00018) OCT/2018

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0081 PIIN/SIIN	Page 65 of 70 MOD/AMD
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Name of Offeror or Contractor:

evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0081 PIIN/SIIN	Page 66 of 70 MOD/AMD
---------------------------	--	--

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Unique entity identifier. (Applies to all offers exceeding the micro-purchase threshold and offers at any dollar value if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offerors name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Removed and reserved.

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offerors offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

(a) The offeror is invited to propose terms under which the Government shall make contract financing payments during contract performance. The financing terms proposed by the offeror shall be a factor in the evaluation of the offerors proposal. The financing terms of the successful offeror and the clause, Terms for Financing of Purchases of Commercial Items, at 52.232-29, shall be incorporated in any resulting contract.

Name of Offeror or Contractor:

(b) The offeror agrees that in the event of any conflict between the terms proposed by the offeror and the terms in the clause at 52.232-29, Terms for Financing of Purchases of Commercial Items, the terms of the clause at 52.232-29 shall govern.

(c) Because of statutory limitations (10 U.S.C. 2307(f) and 41 U.S.C. 4505), the offerors proposed financing shall not be acceptable if it does not conform to the following limitations:

(1) Delivery payments shall be made only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract;

(2) Contract financing payments shall not exceed 15 percent of the contract price in advance of any performance of work under the contract;

(3) The terms and conditions of the contract financing must be appropriate or customary in the commercial marketplace; and

(4) The terms and conditions of the contract financing must be in the best interests of the United States.

(d) The offerors proposal of financing terms shall include the following:

(1) The proposed contractual language describing the contract financing (see FAR 32.202-2 for appropriate definitions of types of payments); and

(2) A listing of the earliest date and greatest amount at which each contract financing payment may be payable and the amount of each delivery payment. Any resulting contract shall provide that no contract financing payment shall be made at any earlier date or in a greater amount than shown in the offerors listing.

(e) The offerors proposed prices and financing terms shall be evaluated to determine the cost to the United States of the proposal using the interest rate and delivery schedule specified elsewhere in this solicitation.

	<u>Title</u>	<u>Date</u>
L-6	SIGNATURE AUTHORITY	OCT/2000

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;

(3) Furnished upon receipt of a specific request for the information from the contracting officer.

*** END OF NARRATIVE L0001 ***

	<u>Title</u>
L-7	PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT-OWNED PRODUCTION PROPERTY (USAAMCOM)

(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract, unless there are circumstances that bring the situation within the exceptions set forth in FAR 45.302-1. Bidders/Offerors are expected to furnish information that will assist the contracting officer in deciding whether to support any such request.

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the evaluation factors set forth in the Section M Provision entitled "Evaluation Procedures to Eliminate Competitive Advantage From Rent Free Use of Government-Owned Production and Research Property". Bidders/Offerors desiring to use such property must (i) identify it specifically (generalized identification such as by reference to a Government contract or schedule thereof, under which such property is held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and location of each

Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

	<u>Title</u>	<u>Date</u>
M-1	EVALUATION FACTORS FOR AWARD	OCT/1992

The award of this contract shall be made to the responsive and responsible offeror whose proposal is evaluated at the lowest total cost to the Government, based on the following factors which shall be evaluated for each item:

(a) Product Verification Audit (if required by Section B)

The offeror's proposed firm fixed unit price(s) stated in Section B; plus

(b) Overhaul/Upgrade/Repair (US and FMS)

The sum of the offeror's proposed firm fixed unit price(s) for each applicable line item as stated in Section B multiplied by the firm quantity; or, in the case of an indefinite delivery type contract, multiplied by the Government's estimated yearly quantities, as applicable and as stated in Section B, for each year; plus

(c) Contracting Acquired Containers

The sum of the offeror's proposed firm fixed unit price(s) for each applicable line item as stated in Section B multiplied by the firm quantity; or, in the case of indefinite delivery type contract, multiplies by the Government's estimated yearly quantities, as applicable and as stated in Section B, for each year; plus

(d) Scrap

The sum of the offeror's proposed firm fixed unit price(s) for each applicable line item as stated in Section B multiplied by the firm quantity; or, in the case of an indefinite delivery type contract, multiplied by the Government's estimated yearly quantities, as applicable and as stated in Section B, for each year; plus

(e) Government Property

The rental value of Government Property pursuant to the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages from Rent-Free Use of Government-Owned Production and Research Property"; plus any other factor required to be evaluated by law or regulation.

*** END OF NARRATIVE M0001 ***

	<u>Title</u>	<u>Date</u>
M-2	EVALUATION PROCEDURES TO ELIMINATE COMPETITIVE ADVANTAGES FROM RENT-FREE USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	JAN/1993

(Reference Section L provision, "Procedures to be Followed in Obtaining Permission to Use Government-Owned Production Property (USAAMCOM).")

(a) Offerors must indicate the total amount of rent which would otherwise be charged for the Government-owned production and research property (hereinafter called Government Property or property or personal property) authorized for use, computed in accordance with (IAW) the following:

(1) For machinery and production equipment of the type covered by Federal Supply Classification Code 3405, 3408, 3410 and 3411 through 3419 (machine tools) and 3441 through 3449 (secondary metal forming and cutting machinery), multiply the applicable rate set forth below times the Government's acquisition cost times the number of months that the property will be used.

<u>AGE OF EQUIPMENT</u>	<u>MONTHLY RENTAL RATE</u>
0-2 years	3.00%
2-3 years	2.00%
3-6 years	1.50%
6-10 years	1.00%
over 10 years	0.75%

\$ _____ TOTAL

Name of Offeror or Contractor:

(2) For all other personal property, a rental shall be established at not less than the prevailing commercial rate, if any; or in the absence of such rate, not less than two percent (2%) per month for electronic test equipment and automotive equipment; and not less than one percent (1%) per month for any other personal property.

(3) For real property and improvements:

(i) 5% per year of the Government's acquisition cost of real property divided by 12 and the result multiplied by the period of _____ months. \$_____

(ii) 8% per year of the Government's acquisition costs of improvements (buildings, roads, utilities, etc.) divided by 12 and the result multiplied by a period of _____ months. \$_____

(iii) The total of the rents listed above will be verified by the Government and added as the evaluation factor to the offeror's offer.

(b) Any subcontractor or vendor that has available in its plant, Government property for which the Government either has title or has the right to acquire title, will be expected to quote to any prospective prime contractor who requests a quotation. Offerors are requested to notify the Government immediately of any refusal by a subcontractor possessing Government property to furnish a quote including, if known, any information on tooling, its location, and any government contracts it may be held under.

"(c) If a contractor desires rent-free use of government property presently held under existing facilities or use contracts which provide for formulas or methods of computing rent IAW FAR 52.245-9, offerors may, in lieu of providing individual equipment details, submit a rental calculation based on said facilities/use contracts. Said amount will be verified/reviewed by the government in its evaluation. Offerors desiring this method of determining rental factors MUST submit the following:

(1) A proposed rental figure: \$_____

(2) The contract / agreement numbers of all such documents: _____

(3) Name, address, and telephone number of cognizant ACO or PCO managing such contracts/agreements:

Name:

Address:

Telephone No:

In sealed bid procurements, if the bidder states that its bid is based on rent-free use but fails to submit any element of (1), (2), or (3), the bid will be considered to be nonresponsive. In negotiated procurements, if the offeror states that its proposal or quotation is based on rent-free use, but fails to submit any element of (1), (2), or

(3) and the issue is not resolved during negotiations, the Contracting Officer may decide to consider the offer only upon the payment of rent. In this event, any resulting contract will be so noted and, thereafter, rent-free use will only be authorized upon payment of consideration to the Government. In accordance with FAR 45.201(a), a rental equivalent factor will not be applied to negotiated procurements when application of the factor would not affect the choice of contractors.

*** END OF NARRATIVE M0002 ***

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

SECTION E - INSPECTION AND ACCEPTANCE

ADDED EF00001 52.246-2 01-AUG-1996 INSPECTION OF SUPPLIES--FIXED-PRICE

ADDED EF00006 52.246-4 01-AUG-1996 INSPECTION OF SERVICES--FIXED-PRICE

ADDED EF00019 52.246-16 01-APR-1984 RESPONSIBILITY FOR SUPPLIES

CHANGED EF60001 52.246-11 01-DEC-2014 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

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

ISO 9001:2008 OR EQUIVALENT Any equivalent must be approved by the Contracting Officer prior to award.

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

ADDED FF00002 52.242-15 01-AUG-1989 STOP-WORK ORDER

ADDED FF00005 52.242-17 01-APR-1984 GOVERNMENT DELAY OF WORK

ADDED FF00006 52.247-29 01-FEB-2006 F.O.B. ORIGIN

ADDED FF00011 52.247-34 01-NOV-1991 F.O.B. DESTINATION

ADDED FF00023 52.247-52 01-FEB-2006 CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS

ADDED FF00025 52.247-58 01-APR-1984 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS

ADDED FF00026 52.247-59 01-APR-1984 F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS

ADDED FF00028 52.247-65 01-JAN-1991 F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS

ADDED FA00003 252.211-7007 01-AUG-2012 REPORTING OF GOVERNMENT-FURNISHED PROPERTY

CHANGED FA60001 252.211-7003 01-MAR-2016 ITEM UNIQUE IDENTIFICATION AND VALUATION

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

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

"Concatenated unique item identifier" means

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

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

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

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

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

"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.

"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.

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

"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:

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

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

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

(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 TBD.

(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 TBD.

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

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

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

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

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

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

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

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.

(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.

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

- (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;

(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 -7-, 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)

CHANGED FA60003 252.211-7006 01-MAR-2018 PASSIVE RADIO FREQUENCY IDENTIFICATION

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

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

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

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

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

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

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

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

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

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

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

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

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
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(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

AUTO/CHANGE GA60003 252.232-7006 01-DEC-2018 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

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

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

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

"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 and Receiving Report (COMBO)

(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 WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(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.

Lindy L. Pinchon, Contracting Officer, lindy.l.pinchon.civ@mail.mil
 Eleanor L. Bader, Contract Specialist, eleanor.l.bader.civ@mail.mil

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

(End of clause)

SECTION I - CONTRACT CLAUSES

AUTO	IF00409	52.204-13	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
AUTO	IF00419	52.204-18	01-JUL-2016	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
ADDED	IF00435	52.204-23	01-JUL-2018	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
AUTO	IF00028	52.212-4	01-OCT-2018	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
AUTO	IF00414	52.232-40	01-DEC-2013	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
AUTO	IA00354	252.204-7012	01-OCT-2016	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
AUTO	IA00339	252.204-7015	01-MAY-2016	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
ADDED	IA00080	252.227-7015	01-FEB-2014	TECHNICAL DATA--COMMERCIAL ITEMS
ADDED	IA00096	252.227-7037	01-SEP-2016	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	IA00317	252.245-7001	01-APR-2012	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY
ADDED	IA00157	252.247-7023	01-APR-2014	TRANSPORTATION OF SUPPLIES BY SEA--BASIC
DELETE/REG	IA00161	252.247-7024	01-MAR-2000	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
AUTO/CHANGE	IF60010	52.212-5	01-OCT-2018	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

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

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

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

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

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

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

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

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

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

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

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

- X (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Nov 2016) of 52.219-9.
- ___ (v) Alternate IV (Aug 2018) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- X (19) 52.219-14, Limitations on Subcontracting (Jan 2017)(15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (26) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).
- X (ii) Alternate I (Feb 1999) of 52.222-26.
- X (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- X (ii) Alternate I (July 2014) of 52.222-35.
- X (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
- X (ii) Alternate I (July 2014) of 52.222-36.
- X (31) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Feb 2016)(38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- ___ (38)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- ___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- X (44) 52.223-21, Foams (June, 2016) (E.O. 13693).
- ___ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (46) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ___ (47)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (MAY 2014) of 52.225-3.
- ___ (iii) Alternate II (MAY 2014) of 52.225-3.
- ___ (iv) Alternate III (MAY 2014) of 52.225-3.
- ___ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- X (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (55) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).
- ___ (56) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).
- X (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).
- ___ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

___(iii) Alternate II (Feb 2006) of 52.247-64.

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

___ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

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

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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

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

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

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

(End of Clause)

CHANGED IF60123 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

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

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

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

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

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

(End of Clause)

CHANGED IF60100 52.247-1 01-FEB-2006 COMMERCIAL BILL OF LADING NOTATIONS

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Power Turbine Module and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(End of Clause)

CHANGED IA60052 252.216-7006 01-MAY-2011 ORDERING

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

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

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

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

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

(End of Clause)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO/CHANGE KA60005 252.204-7007 01-DEC-2018 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus-Representation. Applies to all solicitations with institutions of higher education.

(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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 22.1771. Applies to solicitations

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 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.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 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:

___ (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.

(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)

PIIN/SIIN W58RGZ-19-R-0081

MOD/AMD

AUTO KF70008 52.212-3 01-OCT-2014 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018) --ALTERNATE I (OCT 2014)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO LF00053 52.204-7 01-OCT-2018 SYSTEM FOR AWARD MANAGEMENT

AUTO LF00055 52.204-16 01-JUL-2016 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING

ADDED/PUSH LA00016 252.215-7008 01-OCT-2013 ONLY ONE OFFER

CHANGED LF60009 52.216-1 01-APR-1984 TYPE OF CONTRACT

The Government contemplates award of a Firm-Fixed Price (FFP), five-year Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

AUTO LF70016 52.212-1 01-OCT-2018 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (DEVIATION 2018-00018)

ADDED/PUSH LF70009 52.232-31 01-MAY-2014 INVITATION TO PROPOSE FINANCING TERMS