

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
Offeror To Complete Block 12, 17, 23, 24, & 30

1. Requisition Number _____ Page 1 Of 66
2. Contract No. _____ 3. Award/Effective Date _____ 4. Order Number _____ 5. Solicitation Number
W58RGZ-19-R-0093 6. Solicitation Issue Date
2018DEC03
7. For Solicitation Information Call: A. Name
CAROLINE ETHRIDGE B. Telephone Number (No Collect Calls)
(256) 876-5262 8. Offer Due Date/Local Time
2019JAN03 01:00am

9. Issued By Code W58RGZ
ARMY CONTRACTING COMMAND-REDSTONE
REDSTONE ARSENAL AL 35898-5280
10. This Acquisition is Unrestricted OR Set Aside: % For:
 Small Business Women-Owned Small Business (WOSB)
Eligible Under the Women-Owned Small Business Program
 Hubzone Small Business EDWOSB
 Service-Disabled Veteran-Owned Small Business NAICS: 336413
Email: CAROLINE.E.ETHRIDGE.CIV@MAIL.MIL 8(A) Size Standard:

11. Delivery For FOB Destination Unless Block Is Marked See Schedule 12. Discount Terms _____
 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700) 13b. Rating DOA1
14. Method Of Solicitation RFQ IFB RFP

15. Deliver To Code _____ 16. Administered By Code _____
SEE SCHEDULE
Telephone No. _____

17a. Contractor/Offeror Code _____ Facility _____ 18a. Payment Will Be Made By Code _____
Telephone No. _____

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
 See Addendum

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)				

25. Accounting And Appropriation Data _____ 26. Total Award Amount (For Govt. Use Only) _____

27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda Are Are Not Attached.
 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda Are Are Not Attached.

28. Contractor Is Required To Sign This Document And Return 1 _____
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.
 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 66

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: CAROLINE ETHRIDGE
Buyer Office Symbol/Telephone Number: CCAM-AL-D/(256)876-5262
Type of Contract 1: Firm Fixed Price
Kind of Contract: Maintenance Contracts

*** End of Narrative A0000 ***

1. This will be a five (5) year Firm-Fixed-Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract pursuant to FAR 52.216-22
2. There is not an adequate Depot Maintenance Work Requirement for the overhaul of the AH-64D Aircraft Test Set. ULTRAX Aerospace, Inc., CAGE Code: 07PR7 is the only approved source. No other sources have the capabilities in place to accomplish this overhaul effort.
3. When Applicable, the contractor is reminded to complete the Foreign Military Sales (FMS) Customer DA FORM 2410 (Component Removal and Repair Overhaul 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.
4. The FMS Customer and geographical location(s) for deliveries, inspection and acceptance points are unknown at this time.
5. 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.
6. 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.
7. The Government will not be required to obtain the contractor's signature prior to the issuance of an order.
8. The Government intends to award only one basic Fixed Price IDIQ contract as a result of this solicitation.
9. 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.
10. 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.
11. For purposes of Block 12 on page 1, the offer acceptance period is 120 days from the date for receipt of offers specified in Block 9, unless a different period is inserted by the offeror in the blank in Block 12.
12. No Government Furnished Materials (GFM), other than the reparable assets and reusable containers, will be provided.
13. The contractor is required to submit an M&O Plan in accordance with CDRL A004, Section J, Exhibit D. The documentation shall be submitted within 30 days after contract award.
14. 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.
15. The contractor is instructed to put the following words in the remarks column of the DD 250/WAWF: "Repair and Return Process D6".

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

W58RGZ-19-R-0093

Page 3 of 66**PIIN/SIIN****MOD/AMD****Name of Offeror or Contractor:**

16. Access to DLA EMALL is NOT authorized.

17. The National Defense Authorization Act for Fiscal Year 1993, Public Law 102-484, Section 326, prohibits use of ozone-depleting substances in Department of Defense contracts awarded on or after 1 June 1993, unless appropriate authority is granted.

18. 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

19. COMPLETE THE FOLLOWING CONTRACTOR POINT OF CONTACT INFORMATION:

NAME: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>PRODUCT VERIFICATION AUDIT</p> <p>Submittal and approval of the M&O Plan, in accordance with Data Item A004 (Exhibit D), is required prior to commencement of overhaul.</p> <p>The M&O Plan shall be submitted to this office 30 days after contract award date (see Data Item A004, Exhibit D).</p> <p>Shipment and payment cannot occur until the M&O Plan is approved.</p> <p style="text-align: center;">(End of narrative A001)</p>				
0001AA	<p><u>PRODUCT VERIFICATION AUDIT (PVA)</u></p> <p>SERVICE REQUESTED: PRODUCT VERIFICATION AUDIT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>THIS IS A FIRM FIXED PRICE CLIN.</p> <p>This CLIN represents the Product Verification Audit (PVA) for the Aircraft Test Set, NSN: 4920-01-602-5597.</p> <p>Offeror is required to fill in a proposed firm fixed unit price for the PVA: \$ _____ (FFP)</p> <p>The PVA shall be in accordance with Section E narrative titled "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 units for the PVA. The Contractor is required to notify the Government Quality Office for scheduling of the PVA by email to the following address: QS-Contracts@amrdec.army.mil</p> <p>With copy emailed to the Contract Specialist at: caroline.e.ethridge.civ@mail.mil.</p> <p>The Contractor will prepare and forward, through the cognizant Government Quality Element, the Finalized Audit Reports within 10 working days after completion of the PVA to both email addresses above.</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<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 Attn: Caroline Ethridge, CCAM-ALD Bldg. 5303, 2nd Floor Redstone Arsenal, AL 35898-5280</p> <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 and make it to the attention of Jeanie Clark.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>AIRCRAFT TEST SET NSN: 4920-01-602-5597 Mfr CAGE: 00000 Mfr Part Number: 09-1009-02</p> <p>SYSTEM: AH-64D NOUN: AIRCRAFT TEST SET</p> <p>INPUT NSN: 4920-01-602-5597</p> <p>INPUT P/N: 09-1009-02</p> <p>OUTPUT NSN: 4920-01-602-5597</p> <p>OUTPUT P/N: 09-1009-02</p> <p>MINIMUM QUANTITY: 3 MAXIMUM QUANTITY: 61</p> <p>THE MAXIMUM QUANTITY INCLUDES 10 EACH RESERVED FOR FMS. HOWEVER, IF NO FMS CUSTOMERS REQUIRE THIS ITEM, THE UNITED STATES ARMY REQUIRER MAY UTILIZE THE FMS QUANTITY.</p> <p>US QUANTITIES FOR ORDERING PERIODS 1 THRU 5 ARE AS</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOLLOWS (CLIN 0002AA):</p> <p>ORDERING PERIOD 1 - 3 EACH (MINIMUM) ORDERING PERIOD 2 - 12 EACH (ESTIMATED) ORDERING PERIOD 3 - 12 EACH (ESTIMATED) ORDERING PERIOD 4 - 12 EACH (ESTIMATED) ORDERING PERIOD 5 - 12 EACH (ESTIMATED)</p> <p>FMS QUANTITIES FOR ORDERING PERIODS 1 THRU 5 ARE AS FOLLOWS (0003AA):</p> <p>ORDERING PERIOD 1 - 2 EACH (ESTIMATED) ORDERING PERIOD 2 - 2 EACH (ESTIMATED) ORDERING PERIOD 3 - 2 EACH (ESTIMATED) ORDERING PERIOD 4 - 2 EACH (ESTIMATED) ORDERING PERIOD 5 - 2 EACH (ESTIMATED)</p> <p>THE MINIMUM QUANTITY SET FORTH HEREIN SHALL BE OBLIGATED ON DELIVERY ORDER 0001, TO BE ISSUED CONCURRENTLY 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.</p> <p>(End of narrative A001)</p>				
0002AA	<p><u>OVERHAUL OF THE AH-64D AIRCRAFT TEST SET (US)</u></p> <p>COMMODITY NAME: AIRCRAFT TEST SET CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT, SECTION J, ATTCH 001 UNIT PACK: 001 INTERMEDIATE PACK: 000 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>			\$ _____	\$ _____
0003	<p>AIRCRAFT TEST SET NSN: 4920-01-602-5597 Mfr CAGE: 00000 Mfr Part Number: 09-1009-02</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
W58RGZ-19-R-0093
PIIN/SIIN MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	<p>OVERHAUL OF THE AH-64D AIRCRAFT TEST SET (FMS)</p> <p>COMMODITY NAME: AIRCRAFT TEST SET CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>CLIN 0003AA is for the overhaul of the AH-64D Aircraft Test for FMS requirements.</p> <p>INPUT NSN: 4920-01-602-5597</p> <p>INPUT PART NUMBER: 09-1009-02</p> <p>OUTPUT NSN: 4920-01-602-5597</p> <p>OUTPUT PART NUMBER: 09-1009-02</p> <p>Overhaul shall be in accordance with Section C narrative titled "Statement of Work/Specifications-Contractor Specifications."</p> <p>This CLIN will be used only if an FMS customer requires this item. If no FMS customers are identified, the United States Army requirer may utilize the FMS quantity. The estimated quantities are listed below. The FMS customer and geographical locations for deliveries, inspection and acceptance points are unknown at this time. FMS quantities cannot exceed 10 each.</p> <p>Offeror is required to fill in proposed firm-fixed-unit prices for ordering periods 1 through 5:</p> <p>ORDERING PERIOD 1 - U/P \$_____ (FFP) EST QTY 2 EA</p> <p>ORDERING PERIOD 2 - U/P \$_____ (FFP) EST QTY 2 EA</p> <p>ORDERING PERIOD 3 - U/P \$_____ (FFP) EST QTY 2 EA</p> <p>ORDERING PERIOD 4 - U/P \$_____ (FFP) EST QTY 2 EA</p> <p>ORDERING PERIOD 5 - U/P \$_____ (FFP) EST QTY 2 EA</p> <p>INDIVIDUAL DELIVERY ORDERS WILL BE ISSUED FOR THIS CLIN.</p> <p>This Firm Fixed Price (FFP) CLIN includes all mandatory and non-mandatory parts, labor charges, preservation, packaging, packing, marking, and data items necessary to return the unit, to a serviceable condition, as stated in Section C, Statement of Work.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT, SECTION J, ATTCH 001 UNIT PACK: 001 INTERMEDIATE PACK: 000 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 THE AH-64D AIRCRAFT TEST SET</u></p> <p>SERVICE REQUESTED: SCRAP CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>THE GOVERNMENT'S ESTIMATED QUANTITY PER ORDERING PERIOD IS 1 EACH FOR PROPOSAL EVALUATION PURPOSES ONLY.</p> <p>Offeror is required to fill in proposed firm-fixed-unit prices for ordering periods 1 through 5:</p> <p>ORDERING PERIOD 1 - \$_____ (FFP) EST QTY 1 EA ORDERING PERIOD 2 - \$_____ (FFP) EST QTY 1 EA ORDERING PERIOD 3 - \$_____ (FFP) EST QTY 1 EA ORDERING PERIOD 4 - \$_____ (FFP) EST QTY 1 EA ORDERING PERIOD 5 - \$_____ (FFP) EST QTY 1 EA</p> <p>Scrap assets from CLINs 0002AA and 0003AA shall be in accordance with Section C narrative titled "Statement of Work/Specifications - Contractor 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 and 0003AA.</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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>				
0005	CONTAINERS				
0005AA	<p><u>CONTRACTOR ACQUIRED CONTAINERS</u></p> <p>SERVICE REQUESTED: CONTAINERS CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>SHIPPING CONTAINERS:</p> <p>ITEM COMES IN IT'S OWN CARRYING CASE. OVERPACK "ED"</p> <p>THE GOVERNMENT'S ESTIMATED QUANTITY PER ORDERING PERIOD IS 1 EACH FOR PROPOSAL EVALUATION PURPOSES ONLY.</p> <p>Offeror is required to fill in proposed firm-fixed-unit prices for ordering periods 1 through 5:</p> <p>ORDERING PERIOD 1 - \$_____ (FFP) EST QTY 1 EA</p> <p>ORDERING PERIOD 2 - \$_____ (FFP) EST QTY 1 EA</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>ORDERING PERIOD 3 - \$_____ (FFP) EST QTY 1 EA</p> <p>ORDERING PERIOD 4 - \$_____ (FFP) EST QTY 1 EA</p> <p>ORDERING PERIOD 5 - \$_____ (FFP) EST QTY 1 EA</p> <p>There is no minimum quantity requirement. This line item will be used on an as needed basis.</p> <p>The Contractor shall provide the container in accordance with Section C narrative titled "Statement of Work/Specifications - Contractor Specifications" and Section J, Attachment 0001 Packaging Requirements.</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 with 7 working days to the address shown on Data Item A003, Section J, Exhibit C. When assets are received in unserviceable containers or without containers, approval of the PCO is required before replacement containers are purchased.</p> <p>This CLIN covers containers for CLINs 0002AA and 0003AA.</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>CONTRACT DATA REQUIREMENTS LIST (CDRLS)</u></p> <p>This CLIN is Not Separately Priced (NSP).</p> <p>Pricing for data shall be included in the unit price of CLINs 0002AA and 0003AA.</p> <p>The Contractor shall provide data items A001 - A005 in accordance with the Contract Data Requirements List, see Exhibits A-E.</p> <p>(End of narrative A001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A001	<p><u>CONTRACT DEPOT MAINTENANCE (CDM) PRODUCTION REPORT</u></p> <p>SERVICE REQUESTED: CDRL A001 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>DATA ACQUISITION DOCUMENT NUMBER: DI-PSSS-81995</p> <p>Date of first submission is 3 working days after receipt of reparable.</p> <p>Frequency of submission is monthly.</p> <p>Date of subsequent submissions - No later than 10 days after the end of the month.</p> <p>Data shall be prepared in contractor format, and provided in digital format.</p> <p>(End of narrative C001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ _____ ** NSP **</p>
A002	<p><u>QUALITY DEFICIENCY REPORT</u></p> <p>SERVICE REQUESTED: CDRL A002 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>DATA ACQUISITION DOCUMENT NUMBER: DI-QCIC-80736</p> <p>No report is necessary unless there is a deficiency.</p> <p>Contractor shall submit NO LATER THAN 10 days after discovery of deficiency.</p> <p>(End of narrative C001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ _____ ** NSP **</p>
A003	<p><u>REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY</u></p> <p>SERVICE REQUESTED: CDRL A003 CLIN CONTRACT TYPE:</p>				<p>\$ _____ ** NSP **</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p>Firm Fixed Price</p> <p>DATA ACQUISITION DOCUMENT NUMBER: DI-MGMT-80503</p> <p>Submission of the Report of Shipping and Packaging Discrepancy shall occur within 10 days of discovering the discrepancy.</p> <p>(End of narrative C001)</p> <p><u>Deliveries or Performance</u></p> <p><u>MAINTENANCE AND OVERHAUL (M&O) PLAN</u></p> <p>SERVICE REQUESTED: CDRL A004 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>DATA ACQUISITION DOCUMENT NUMBER: DI-MISC-80508B</p> <p>Data Item A004 refers to the Maintenance and Overhaul Plan as outlined in Section C narrative titled "Statement of Work/Specifications - Contractor Specifications, paragraph M and Attachment 0004 Maintenance and Overhaul Plan Description and Guidance. The overhaul plan shall be submitted to this office within 30 days after contract award. Repairs cannot occur until the Maintenance and Overhaul Plan is approved.</p> <p>(End of narrative C001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ _____ ** NSP **</p>
A005	<p><u>DD FORM 1348-1A</u></p> <p>SERVICE REQUESTED: CDRL A005 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>DATA ACQUISITION DOCUMENT NUMBER: DI-MISC-80508B</p> <p>Contractor shall deliver report within five working days of receipt of repairables.</p> <p>Data shall be delivered to: usarmy.redstone.usamc.mbx.immc-smb-ammo@mail.mil.</p>				<p>\$ _____ ** NSP **</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative C001)</p> <p><u>Deliveries or Performance</u></p>				

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK/SPECIFICATIONS - CONTRACTOR SPECIFICATIONS

- 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 (other than Government Furnished Property, necessary to accomplish the inspection and overhaul 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, as applicable, the items shall be packaged as defined in Section D of this contract and shipped to the destination(s) specified in Section F of each delivery order.
- b. Prior to commencement of overhaul, the Contractor shall disassemble and inspect the item to the extent necessary to determine the complete cost to overhaul. The Contractor shall continue the overhaul process on all end items when the total cost to overhaul does not exceed \$31,010.53. The overhaul prices shown in Section B for CLINs 0002AA and 0003AA are firm fixed price. The Contractor will be required to complete the overhaul at the Firm-Fixed-Price (FFP) shown in the contract on all end items regardless of the damage as long as the total cost to overhaul does not exceed \$31,010.53. 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 will exceed \$31,010.53. This data shall include at minimum material cost (80% of material cost will be supported by current vendor quotes), labor hours, labor rates, overheads, G&A, 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 will be provided except for approved instances (via signed formal modification) related to missing parts. For missing parts, the Government may provide additional funding or provide the missing parts as GFM to complete the overhaul of the end item. The Contractor shall submit a ROD to the contracting office, and resolution for missing parts will be provided via contract modification. The Contractor is not authorized to purchase missing parts unless and until a modification is processed and approved by the Contracting Office. The Government cannot guarantee the condition of the assets sent to the Contractor for overhaul. Any estimates in the DMWR shall not be relied upon for bidding purposes.
- c. In the event that the total price to overhaul is determined (approved by PCO) to exceed \$31,010.53, the Contractor shall scrap such assets 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 scrapped items by input of additional assets, and said scrap quantities will not count as part of the total maximum quantity. Any other parts other than those determined to be scrapped must be overhauled at the firm fixed price in the awarded contract.
- d. Overhaul shall be accomplished IAW Contractor specifications, processes and procedures. The Contractor shall notify the PCO through the cognizant ACO of any change or deviation from the list of specifications, processes and procedures provided by the Contractor with its proposal IAW the narrative in Section L entitled, "Identification of Specification, Processes, and Procedures," and attached to this contract.
- e. Critical Safety Item: N/A
- 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 DI-MGMT-80503, data item A003, Exhibit C.
- 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, CH12, Painting and Marking of Army Aircraft.
- h. Data and reports shall be submitted IAW the Contract Data Requirements List, DD Form 1423, Section J, Exhibits A-E. Data shall be packaged, packed and marked as necessary to assure safe delivery to the addresses indicated on the DD Form(s) 1423. All RODs shall be approved by the QAR prior to sending to the Contracting Officer. All RODs sent to the Contracting Officer without QAR concurrence will be returned to the Contractor without response.
- i. Product Verification Audit (PVA): The Contractor shall conduct the PVA IAW CLIN 0001AA and narrative titled "Product Verification Audit (PVA) Statement of Work," as specified in Section E of the Solicitation/Contract.
- j. The Army Maintenance Management System - Aviation (TAMMS-A): The Contractor shall complete the forms and records as specified in DA PAM 738-751.

Name of Offeror or Contractor:

k. Reserved.

l. The items the Contractor shall overhaul are identified below:

Input NSN	P/N
4920-01-602-5597	09-1009-02

Output NSN	P/N
4920-01-602-5597	09-1009-02

m. The overhaul planned quantity for 5 years is minimum 3, maximum 61. Input will be 30 days after receipt of order (ARO). Output shall be as specified in the solicitation/contract schedule. Serviceable assets shall be returned to Plant: 7002, DODAAC: W25G1U, RIC: AN5.

(1) 1st year qty 5	(4) 4th year qty 14
(2) 2nd year qty 14	(5) 5th year qty 14
(3) 3rd year qty 14	

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

1. The Contractor shall provide the Contract Depot Maintenance (CDM) Production Report IAW DI-PSSS-81995, data item A001, Exhibit A.

2. The Contractor shall complete and maintain the DD Form 1348-1A receipt for repairables on all shipments IAW DI-MISC-80508, data item A005, Exhibit E, 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)

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 A002, Exhibit B.

t. Reserved.

u. Shipping Containers shall be utilized (Item comes in it's own carrying case. Overpack "ED"). If containers are not reparable or if assets are not delivered in the approved containers, the containers shall be Contractor Furnished Materiel. Shipment: The method of shipment must use a procedure so that the package can be tracked in case the shipment is not received by AMCOM.

v. Overhaul/Recapitalization/Upgrade/Repair (M&O Plan) Documentation: The Contractor shall provide documentation IAW DI-MISC-80508B, Data Item A004, Exhibit D. The documentation shall include all legacy (existing) technical information, procedures, and processes (e.g. Overhaul travelers, workbooks, commercial manuals, drawings, specifications, planning, Federal Aviation Administration (FAA) approved documentation) that the Contractor utilized or will utilize in the overhaul of the item. The documentation may be in Contractor format. The Contractor shall mark the documentation IAW the contract and provide

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0093 PIIN/SIIN MOD/AMD	Page 16 of 66
---------------------------	---	----------------------

Name of Offeror or Contractor:

for reproduction cost only.

(End of Clause)

*** END OF NARRATIVE C0001 ***

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

W58RGZ-19-R-0093

Page 17 of 66**PIIN/SIIN****MOD/AMD****Name of Offeror or Contractor:**

PACKAGING AND MARKING

BAR CODE MARKINGS

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.

(End of narrative)

*** END OF NARRATIVE D0001 ***

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

Page 18 of 66

PIIN/SIIN

W58RGZ-19-R-0093

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. Equivalencies 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)

CALIBRATION

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)

PRODUCT VERIFICATION AUDIT (PVA) STATEMENT OF WORK

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: QS-Contracts@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.

(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

Name of Offeror or Contractor:

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:

- The contractor shall isolate the cause of the defect and initiate corrective actions.
- All minor defects shall require a written response addressing corrective actions taken and actions taken to prevent recurrence.
- 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 defect will apply.

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

- The contractor shall halt any work in progress at the responsible station until corrective action is acceptable to the PVA Chairman.

Name of Offeror or Contractor:

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 recurrence 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: QS-Contracts@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.

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

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0093 PIIN/SIIN MOD/AMD	Page 21 of 66
---------------------------	---	----------------------

Name of Offeror or Contractor:

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)

*** END OF NARRATIVE E0001 ***

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

Page 22 of 66

PIIN/SIIN

W58RGZ-19-R-0093

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	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
6	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
7	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
8	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
9	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
10	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
11	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
12	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2016

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

"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 .

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

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

N/A

(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

N/A

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

** Once per item.

Name of Offeror or Contractor:

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

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

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

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

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

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

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

(End of clause)

13 252.211-7006 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 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

Name of Offeror or Contractor:

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 III--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
N/A	N/A	N/A	N/A	N/A

(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

Name of Offeror or Contractor:

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)

DELIVERY SCHEDULE

(a) The Contractor agrees to accept the minimum quantity of 3 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:

	<u>ITEM NO.</u>	<u>QTY</u>	<u>No. of Days After Award of Contract/Order</u>
(1) Input by Government:	0002AA	3	30

(2) Government's Required Output Schedule:

	<u>ITEM NO.</u>	<u>QTY</u>	<u>No. of Days After PVA Approval</u>
	0002AA	3	30

*The initial 3 assets for PVA will be due after completing PVA. The remaining assets will be shipped at a rate of 1 per month beginning 90 days after notification of PVA approval.

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:

	<u>ITEM NO.</u>	<u>QTY</u>	<u>No. of Days After Receipt of Reparables</u>

Name of Offeror or Contractor:

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

(End of narrative)

DELIVERY OF ADDITIONAL QUANTITIES

Additional quantities of 0002AA and 0003AA 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 1 each per month commencing 90 days after receipt of reparable.

(End of narrative)

DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE

(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:

(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)

ACCELERATED DELIVERY

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.

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 30 of 66

W58RGZ-19-R-0093

PIIN/SIIN

MOD/AMD

Name of Offeror or Contractor:

(End of narrative)

*** END OF NARRATIVE F0001 ***

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

Page 31 of 66

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
-----------------	-------	------

1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
---	--	----------

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

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

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

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

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

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

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

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

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

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

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

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

TBD

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

TBD

(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	W58RGZ
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	Reference Contract Schedule
Ship From Code	TBD
Mark For Code	Reference Contract Schedule
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

Name of Offeror or Contractor:

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

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

Jeanie Clark, Contracting Officer
jeanie.g.clark.civ@mail.mil

Caroline Ethridge, Contract Specialist
caroline.e.ethridge.civ@mail.mil

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

Jeanie Clark, Contracting Officer
jeanie.g.clark.civ@mail.mil

Caroline Ethridge, Contract Specialist
caroline.e.ethridge.civ@mail.mil

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

(End of clause)

PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR)

(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 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)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 33 of 66

W58RGZ-19-R-0093

PIIN/SIIN

MOD/AMD

Name of Offeror or Contractor:

*** END OF NARRATIVE G0001 ***

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

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

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 1 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.

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.

Name of Offeror or Contractor:

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 sub-sections 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.

(End of narrative)

Name of Offeror or Contractor:

SUBMITTAL OF VALUE ENGINEERING CHANGE PROPOSALS (VECPs)

VECPs shall be prepared in accordance with FAR 52.248-1. Submit 25 copies of the VECP to the Contracting Officer. Also submit an information copy to the Value Engineering Office: Commander, U.S. Army Aviation and Missile Command (USAAMCOM), ATTN: AMSAM-RD-SE-IO-VE, Redstone Arsenal, AL 35898-5000. Questions concerning AMCOM's Value Engineering (VE) Program should be directed to the above address, or contact the VE Program Manager at (256) 876-3776.

(End of narrative)

REVISIONS TO DRAWINGS/PART NUMBERS

(a) Sources in receipt of this solicitation are requested, at no cost to the Government, to immediately notify the Contracting Officer if they are aware of any change(s)/revision(s) to the drawing(s) or part number(s) in this solicitation which have been approved by the Government for implementation. Notification of part number changes shall be supported by data which indicates the type of change, approving authority as required by ANSI EIA 649 MIL-STD-973 and date and method of submittal of provisioning documentation and drawings. If complete data package has not been previously provided, the contractor shall, at no direct cost to the Government, immediately submit applicable drawings, along with a copy of the approval change authority, to the Contracting Officer, at the office symbol and mailing address listed in the "ISSUED BY" block on page one (1) of this document. The minimum acceptable data includes the next higher assembly and the item of Supply Detail Drawings which will allow provisioning, National Stock Number assignment and updating of AMCOM's data records.

(b) The contractor hereby verifies previous contractual submission of technical data:

Contract No.: _____

Contractor: _____

Explanation of Data Rights: _____

(c) The Government is not by this request soliciting, nor is the Government liable for cost incurred by the offeror in preparing or developing modifications, deviations, waivers, or other changes to drawings or part number(s). Furthermore, this request does not authorize changes to the drawing(s) or part number(s) for this acquisition, another contract, or for any other purpose. Offerors performing any contract awarded as a result of this solicitation must comply with the drawing(s) and specifications as set forth herein, unless this solicitation is amended or any resulting contract is modified by the Contracting Officer.

(d) All proposed part number changes shall be submitted pursuant to the requirements of the clause entitled, "Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD), and Request for Waiver (RFW) (USAAMCOM).

(End of narrative)

*** END OF NARRATIVE H0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
W58RGZ-19-R-0093
PIIN/SIIN **MOD/AMD**

Page 37 of 66

Name of Offeror or Contractor:

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
2	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	JAN/2017
3	52.232-1	PAYMENTS	APR/1984
4	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
5	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
6	52.243-1	CHANGES--FIXED PRICE	AUG/1987
7	52.245-1	GOVERNMENT PROPERTY	JAN/2017
8	52.245-9	USE AND CHARGES	APR/2012
9	52.247-17	CHARGES	APR/1984
10	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
11	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
12	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
13	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
14	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
15	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
16	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
17	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014) -- ALTERNATE II (MAR 2011)	MAR/2011
18	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
19	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
20	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
21	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
22	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
23	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
24	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
25	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUL/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:

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

X (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.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (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).

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

Page 38 of 66

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

(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 (Jul 2013) (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.

(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (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 (Nov 2016) 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).

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

Page 39 of 66

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Feb 2016)(38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(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).
- (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).
- (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 (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

Page 40 of 66

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

(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).

(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 (Jul 2013)(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).

(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.

(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 (MAY 2014) (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).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

Name of Offeror or Contractor:

(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 (Nov 2016) (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 (MAY 2014) (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.

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0093 PIIN/SIIN	Page 42 of 66 MOD/AMD
---------------------------	--	--

Name of Offeror or Contractor:

(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)

26 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 3, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 61;

(2) Any order for a combination of items in excess of 61; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

27 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 contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery of all quantities ordered during the effective period of the contract.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0093 PIIN/SIIN	MOD/AMD	Page 43 of 66
---------------------------	--	----------------	----------------------

Name of Offeror or Contractor:

28 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:

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

Transportation is for the Aircraft Test Set 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)

29 252.216-7006 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 award through 1825 days after contract award.

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

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

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

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

(End of Clause)

30 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

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

(End of clause)

31 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS JUN/2016

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0093 PIIN/SIIN	Page 44 of 66 MOD/AMD
---------------------------	--	--

Name of Offeror or Contractor:

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

32

52.252-2

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

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

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 45 of 66****PIIN/SIIN**

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

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

Page 46 of 66

PIIN/SIIN

W58RGZ-19-R-0093

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	CDRL A001 - CONTRACT DEPOT MAINTENANCE (CDM) PRODUCTION REPORT	04-AUG-2017	002	
Exhibit B	CDRL A002 - QUALITY DEFICIENCY REPORT	04-AUG-2017	002	
Exhibit C	CDRL A003 - REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY	04-AUG-2017	002	
Exhibit D	CDRL A004 - MAINTENANCE AND OVERHAUL (M&O) PLAN	04-AUG-2017	002	
Exhibit E	CDRL A005 - DD FORM 1348-1A	04-AUG-2017	002	
Attachment 0001	PACKAGING REQUIREMENTS	30-JUL-2018	001	
Attachment 0002	DOCUMENT SUMMARY LIST	30-JUL-2018	001	
Attachment 0003	REPORT OF DISCREPANCY GUIDANCE	30-JUL-2018	002	
Attachment 0004	M&O PLAN GUIDANCE	30-JUL-2018	005	
Attachment 0005	DD FORM 1348-1A SAMPLE	30-JUL-2018	001	
Attachment 0006	TEMPLATE FOR DEPOT MAINTENANCE PRODUCTION REPORT	30-JUL-2018	002	
Attachment 0007	HQAMC-LEVEL PROTEST PROCEDURES PROGRAM	30-JUL-2018	004	

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

<u>SECTION</u>	<u>TITLE</u>
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

*** END OF NARRATIVE J0001 ***

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

Page 47 of 66

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
3	252.204-7007	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2015

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 Commercial Satellite Services from Certain Foreign Entities--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.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

(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)

4	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2018) --ALTERNATE I (OCT 2014)	OCT/2014
---	----------	---	----------

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at . 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;

Name of Offeror or Contractor:

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

"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

Name of Offeror or Contractor:

applicable to the acquisition, that--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"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 posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through . After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (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.]

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 52 of 66

PIIN/SIIN

W58RGZ-19-R-0093

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

Name of Offeror or Contractor:

included in this solicitation.)

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
[List as necessary]	

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

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
[List as necessary]	

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

Other Foreign End Products:

Line Item No.	Country of Origin
[List as necessary]	

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

(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:

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

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

Page 55 of 66

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

Page 56 of 66

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

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

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

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

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

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

(2) [] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this 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

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

Page 57 of 66

PIIN/SIIN

W58RGZ-19-R-0093

MOD/AMD

Name of Offeror or Contractor:

collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

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

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

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

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

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

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

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

* Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) 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 58 of 66

PIIN/SIIN

W58RGZ-19-R-0093

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

Name of Offeror or Contractor:

action is not necessary to protect the interests of the Government.

(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 (52.212-1(k)).

(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-0093 PIIN/SIIN MOD/AMD	Page 60 of 66
---------------------------	---	----------------------

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 61 of 66

PIIN/SIIN

W58RGZ-19-R-0093

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/2016
2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL/2016
3	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
4	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
5	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Maintenance & Overhaul Firm Fixed Price Five Year Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

6	52.212-1 (DEV INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (DEVIATION 2018-00018) 2018-00013)		AUG/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

Name of Offeror or Contractor:

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 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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, 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) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov> .

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

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

(2) The overall evaluated cost or price and technical rating of the successful and 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)

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0093 PIIN/SIIN	MOD/AMD	Page 64 of 66
---------------------------	--	----------------	----------------------

Name of Offeror or Contractor:

7 52.232-31 INVITATION TO PROPOSE FINANCING TERMS MAY/2014

(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.

(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.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/> Or <https://www.acquisition.gov/>

SIGNATURE AUTHORITY

(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 provision)

CONTINUATION SHEET	Reference No. of Document Being Continued W58RGZ-19-R-0093 PIIN/SIIN	Page 65 of 66 MOD/AMD
---------------------------	--	--

Name of Offeror or Contractor:

PARTICIPATION IN THE PARTNERING PROCESS

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American warfighter with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communications, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of the Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering Guide.

For information about the Partnering process and procedures the Partnering Success Guide may be found at http://www.amc.army.mil/amc/command_counsel/partnering.html .

(End of narrative)

SUBMISSION OF SUBCONTRACTING PLAN

(a) *() Concurrent with the offer in response to this solicitation, the offeror shall submit the subcontracting plan required by the clause in Section I, FAR 52.219-9, entitled Small Business Subcontracting Plan. Note that such a plan is not required of offerors that are small businesses.

(b) Each page of the subcontracting plan shall be marked with solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offerors proposal.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgement of the Contracting Officer, provides the maximum practicable opportunity for small business, veteran-owned small business, service-disabled veteran-owned small business, Historically Underutilized Business Zone (HUBZone) small business, small disadvantaged business, and women-owned small business concerns to participate in the awarded contract shall render the offeror ineligible for award. Offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Alaskan Native Corporations (ANCs) and Indian tribes and Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or ANCs and Indian tribes percent of the proposals total subcontracting dollars.

(d) For additional guidance, offerors may access the current Small Business Subcontracting Plan goals/targets for the U.S. Army Aviation and Missile Life Cycle Management Command (AMCOM LCMC) at <https://osbp.redstone.army.mil/> . Select Current Information, then AMCOM FY Small Business Targets, then the Subcontracting section at this site.

(End of provision)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 66 of 66

W58RGZ-19-R-0093

PIIN/SIIN

MOD/AMD

Name of Offeror or Contractor: