Statement of Work

AN/PVS-31D Night Vision Goggles
Foreign Military Sales (FMS) Case

CO-B-VJM

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Controlled by: CECOM SAMD
CUI Category: CTI
Limited Dissemination: FEDCON
POC: Jerson Gilces, 520-691-4176

Statement of Work

1 SCOPE

(U) This document describes work to be performed by potential vendors to deliver Night Vision Devices, accessories, and repair equipment in various quantities under this Foreign Military Sales (FMS) case for the country of Colombia. The word Government in this document refers to the United States Government. The word country in this document refers to the FMS Customer(s).

2 (U) APPLICABLE DOCUMENTS

2.1 (U) Military Standards

- MIL-STD-130N (1) Identification and Marking of U.S. Military Property
- MIL-STD-129R Military Marking for Shipment and Storage
- MIL-STD-882E Standard Practice for System Safety
- Department of Defense (DoD) Directive 5230.11 Disclosure of Classified Information to Foreign Governments and International Organizations
- DoD 8570.01-M Information Assurance Workforce Improvement Program
- Army Regulation (AR) 525-13 Antiterrorism
- AR 530.1 Operations Security

2.2 (U) Commercial Standards

- ISPM 15 Guidelines for Regulating Wood Packaging Material in International Trade
- ASTM-D 3951-18 Standard Practice for Commercial Packaging

3 REQUIREMENTS

(U) **3.1 Requirements for Hardware.** The contractor shall provide equipment described. Equipment shall be provided in accordance with (IAW), and shall meet the specifications and performance criteria stated in this Statement of Work (SOW). Any resulting contract shall be compliant with the specialty metals restriction of the Berry Amendment (10 U.S.C. 2533a and 2533b) in accordance with DFARS clauses 252.225-7008 and 252.225-7009.

Case 2: CO-B-VJM

(CUI) 3.1.2. AN/PVS-13D. The contractor shall deliver nineteen (19) each AN/PVS-31D (NSN 5855-01-685-2918). Each system shall come with White Phosphor Image Intensifier tubes, FOM 1600-1800. Each System includes:

Item/PN	QTY
P-45 Viewer, Night Vision Kit	1
Carrying Case	1
Eye cups	2

Lens Caps	2
Shoulder Strap	1
Lens Paper	1 pack
Operators Manual	1
Quick Refence Guide	1
Wilcox G24 Helmet Mount	1

(U) 3.1.3 Purge Kit. The contractor shall deliver one (1) each Nitrogen Purge Kit including AN/AVS and PVS adapter, P/N: 9T1004.

(U) 3.1.4 Tool Set. The contractor shall deliver one (1) Specialized Tool Set (Modification Kit, Night Vision Equipment), P/N: 14T1001, NSN: 5855-01-689-9116.

(U) 3.1.5 Tool Kit. The contractor shall deliver one (1) Tool Kit, Night Vision, P/N: 269776, NSN: 5855-01-443-6806.

(U) 3.1.6 Helmet Mounts. The contractor shall deliver nineteen (19) Wilcox G24 Helmet Mount, P/N 28300G24-B, NSN: 5855-01-593-6422.

(U) **3.2. Services. Not applicable.**

(U) **3.3. Other Requirements.**

(U) **3.3.1** Item Unique Identification (IUID).

The Contractor shall mark all contract deliverables in accordance with DFARS clause 252.211-7003 and the following requirements:

(U) **3.3.1.1 IUID Marking.**

(U) a. New items: The Contractor shall provide IUID, or DoD recognized equivalent, for all items delivered with an acquisition cost of $5,000.00 or more and Government serial numbered items. For long term contracts, the Contractor shall implement IUID markings IAW MIL-STD-130N w/Ch1, dated 16 Nov 12 for any item that will exceed the $5,000.00 unit price for any range quantity or contract year. This requirement is effective throughout the life of this contract.

(U) b. Repair items: The Contractor shall mark those items as identified by the Government. Items received for repair shall be inspected for IUID markings. Those items where the marking is damaged or missing the Contractor shall mark the equipment. When marking requirements are not clearly specified then the Contractor shall advise the PCO. For previously acquired items where the IUID markings were not required the Contractor shall follow the procedures as if the item was a new item.

(U) c. Commercial Markings. All other items shall have acceptable commercial markings that meet the guidelines in Department of Defense (DoD) Guide to Uniquely Identifying Items http://www.acq.osd.mil/dpap/pdi/uid/index.html.

(U) d. Permanency and Legibility. The IUID marking and identification plates, tags, etching, or labels when used on equipment, parts, assemblies, subassemblies, units, sets, groups, or kits shall be as permanent as the normal life expectancy of the item and be capable of withstanding the environment, test, cleaning, repair, and rebuild procedures specified for the item. Legibility shall be as required and verified for ready readability per MIL-STD-130N w/Ch1, dated 16 Nov 12.

(U) e. Deleterious Effect. Marking of items shall be accomplished in a manner that shall not adversely affect the life and utility of the item. Marking materials creating hazardous conditions shall not be used. Placement and choice of the marking shall not create hazardous conditions.

(U) f. Mandatory Information Reporting for all items requiring IUID marking. The Contractor shall include the National Stock Number (NSN), if the item has a NSN, the Serial Number marked on the item, if a Serial Number is marked on the item, the original part number, the current part number (only if not the same as the original part number), the current part number effective date (only if the current part number is used) and the USARMY as the SERVICE /AGENCY/COMMAND data element in the information reported to the Aberdeen Proving Ground Army Acquisition Command (APG ACC), in addition to the information required to be reported to the APG ACC by DFARS clause 252.211-7003.

(U) g. Wide Area Workflow (WAWF) users shall report this mandatory information to the APG ACC by Direct submission via an X12 Ship Notice/Shipment and Billing Notice (856/857) transaction, an IUID XML transaction, an IUID flat file transaction or a WAWF IUID Material Inspection and Receiving Report/Combo UDF through the Global Exchange (GEX) Service, or manually, via the IUID Web Entry Site at http://piee.eb.mil/For WAWF users, these methods do not replace the current WAWF interaction but are performed in addition to it after the shipment has been accepted to provide IUID data that cannot be provided via WAWF.

(U) 3.3.1.2 IUID Coding. IUID markings and readability requirements shall comply with MIL-STD-130N w/Ch1, dated 16 Nov 12.

(U) a. Symbology markings and the order of priority for marking the hardware shall be in accordance with MIL-STD-130N w/Ch1, dated 16 Nov 12. First priority is the 2D data matrix symbol (machine readable) IUID is the minimum requirement when there are severe space limitations. The second priority is the human readable characters. The third priority is the Linear Bar Code.

(U) b. If the technical data has not specified the marking location, markings shall be located such that they are visible during item use, provided that sufficient space is available, and does not interfere with equipment operations.

(U) c. If items are not described by Government Product Technical Data (i.e. Commercial Items), the Contractor shall maintain diagrams showing placement and description of the IUID marking and applicable installation and processing instructions for government review.

(U) d. The Contractor shall maintain an accurate, current list of IUIDs for all manufactured items on this contract. Dates of manufacture, substitutions, shop changes, etc. shall be included on this list. The list shall be available for inspection by the PCO or other Government representative at any time during the life of this contract. The Contractor shall provide this list to the government at the end of the contract.

(U) **3.3.2 <u>Correction of Noncompliant Equipment and Technical Data.</u>**

(U) a. If this contract contains configuration control requirements, the Contractor shall initiate the appropriate configuration control document to correct all affected drawings/specifications which conflict with or omit the marking requirements stipulated above.

(U) b. If configuration control requirements do not apply and the equipment on order is defined by technical data which conflicts with or omits the marking requirements stated above, the Contractor shall advise the PCO. Such advice shall list the number of each deficient drawing/specification and a brief description of the deficiency.

(U) c. If the item on order is defined by existing Government technical documentation and such documentation is in conflict with the requirements of this SOW, production of equipment with revised markings shall not proceed until Government approval is received.

(U) **3.3.3 <u>Government Purchase of Product/Technical Data.</u>**

(U) a. Specifications. If the Government is procuring any equipment specification(s) on this contract, such specification(s) shall include a requirement to mark the appropriate items with IUID.

(U) b. Drawings. If the Government is procuring engineering drawings or drawing revisions on this contract, the Contractor shall include IUID marking requirements on each applicable drawing. Location shall be depicted on the pictorial and other details presented in the notes.

(U) c. Pricing of IUID Requirements. All efforts required by this PWS and modification, including, but not limited to, the preparation of ECPs or notification of marking deficiencies, serial number data reporting at end of contract and the actual marking of hardware, shall be included in the modification price.

(U) **3.4. <u>Operations Security</u>**

(U) 3.4.1. Antiterrorism / iWATCH

(U) a. AT Level 1 Training. This standard language is for contractor employees with an area of performance within a controlled installation, facility or area: All contractor employees, to include subcontractor employees, requiring access to installations, facilities and controlled access areas shall complete AT Level 1 Awareness Training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The

contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 60 calendar days after completion of training by all employees and subcontractor personnel. AT level 1 Awareness Training is available at the following website: https://jkodirect.jten.mil/ for CAC holders (Course number "-US007"). Non-CAC-holders may go to: http://jkodirect.jten.mil/Atlas2/page/login/Login.jsf.

(U) b. AT Awareness Training - Not Applicable

(U) c. iWATCH Training: This standard language is for contractor employees with an area of performance within a facility or area. The Contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 60 calendar days after contract award. https://www.dhs.gov/see-something-say-something.

(U) 3.4.2 Operations Security (OPSEC)

(U) a. For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The Contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.

(U) b. For contracts that require OPSEC Training: Per AR 530-1 Operations Security, the CECOM OPSEC Plan, and AR 350-1 Army Training and Leader Development contractor employees must complete Level I OPSEC Awareness training within 30 calendar days of reporting for duty and annually thereafter. Training will be provided to the contractor by their contract company (may coincide with the government employee training).

(U) 3.4.3 Personnel Security (PERSEC).

(U) a. Security training for contractors: Several training requirements exist for contractor personnel per DoD and Army regulation/ directives. On-site contractors may receive training briefs from the government appointed Security Manager; however, contracting companies will be required to provide training to offsite contractor employees. Training is tailored to the organization's requirements as well as local policy. Some examples of Security training provided to integrated/embedded contractors may include, but is not limited to, the following:

- Threat Awareness Reporting Program (required for all contractors with security clearances) - Per AR 381-12 Threat Awareness and Reporting Program (TARP), cleared contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b.

- Initial Security Orientation: Online training available on the Army Training Information System (ATIS) at https://learn.atis.army.mil/.
- Annual Security Orientation: Online training available on the Army Training Information System (ATIS) at https://learn.atis.army.mil/.
- Derivative Classification Training: Online training available via CDSE STEP, DoD 5200.01 and memo for Chief Management Officer of the Department of Defense dated 31 January 2019 - annual requirement reference
- DA, AMC, and/or commander directed security stand-downs, e.g., ad-hoc refresher training

(U) b. For Contract Requiring Performance or Delivery in a Foreign Country.
DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

(U) 3.4.4 Cyber Security. The contractor is required to receive, handle, store, process, and deliver ITAR and export-controlled items. As such, the contractor's Information Technology (IT) shall be Cryptosecurity Maturity Model Certification (CMMC) certified as Level 2 (self-assessment) with the possibility of processing, handling, exchanging information that will require CMMC Level 2 (C3PAO) assessment after 10 November 2026. While the contractor is not yet required to be CMMC certified at Level 2 (C3PAO), the contractor's IT must satisfy requirements to receive, handle, store, process, and deliver CUI Specified information.

(U) **3.5 <u>Procurement New Production.</u>** The contractor shall provide email verification to the COR that all delivered hardware is supplied from new production and is of the latest configuration at time of production. The email shall include model/configuration number, date of production, and serial number of major end items delivered.

(U) **3.6 <u>Requirements for Packaging.</u>** Packaging/packing shall be in accordance with ASTM D 3951-18, Standard Practice for Commercial Packaging, Level of Protection (LOP): Commercial, Level of Pack (LPK): Commercial, Quantity Unit Pack (QUP): 001. Marking shall be in accordance with MIL-STD-129R.

(U) 3.6.1. Wood Packaging Material (WPM) includes but is not limited to pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. This requirement excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(U) 3.6.2. All WPM shall meet the requirements of International Standards for Phytosanitary Measures (ISPM) Number 15, "Regulations in Wood Packaging Material in International Trade (2009)". DoD shipments inside and outside of the United States shall meet the requirements of ISPM 15 whenever WPM is used to ship DoD cargo.

(U) 3.6.3. All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) (IAW) American Lumber Standard Committee (ALSC), Incorporated, Wood Packaging Material Program and WPM Enforcement Regulations (see ALSC WPM).

(U) 3.6.4. All WPM shall include certification/quality markings IAW the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(U) 3.6.5. Failure to comply with these requirements may result in refusal, destruction, or treatment of materials at the point of entry. The Government reserves the right to recoup from the contractor any remediation costs incurred by the Government.

(U) 3.6.6 Handling, Storage, Preservation, Packaging and Shipping. The Contractor shall establish, maintain, control and be responsible for the handling, storage, preservation, packaging and shipping to protect the quality of the materials and to prevent damage from loss, deterioration, degradation, or substitution of products.

(U) **3.7 Requirements for Quality, Final Inspection and Test.** The contractor shall comply with the following requirements:

(U) 3.7.1. Sites for Inspection, Testing and Acceptance. Inspection, testing and acceptance of all equipment shall be at Origin. Inspection and testing shall be performed by the contractor. Acceptance shall be by the cognizant DCMA office/POC identified in the Wide Area Work Flow (WAWF) clause 252.232-7006.

(U) 3.7.2 Quality System. The contractor shall establish/maintain a system for the final inspection and test of all purchased items to comply with contract requirements. The Government has the right to review the contractor's quality system and require correction whenever it, or any portion thereof, fails to meet the requirements set forth in the contract.

(U) 3.7.3 Inspection and Testing. The contractor shall ensure that all necessary inspections and tests are performed on completed products, and this shall include all inspections and tests which are normally performed for the equipment on order. The contractor shall at a minimum perform any inspections and tests (including visual/mechanical inspections and functional tests) required to satisfy the form, fit, and function requirements of the contract. The form, fit, and function requirements are defined by the contractor's drawings and literature (specification documents, data sheets, acceptance test procedures, host component assembly checklist, remote antenna assembly checklist, and laptop configuration checklist.) Acceptance tests shall be performed according to the models, descriptions, and quantities listed in paragraph 3.1, above.

(U) 3.7.4 Responsibility. The requirements of this SOW do not relieve the contractor of the responsibility to perform any additional tests or inspections required to assure product quality and compliance with drawings and specification requirements.

(U) 3.7.5 Records. The contractor shall maintain adequate records of inspections and tests to demonstrate that the final product satisfies contract requirements. The Government has the right to review these records at any time.

(U) **3.8 Requirements for Warranty.**

(U) 3.8.1 The contractor shall provide a no-cost warranty covering workmanship and materials for all items furnished IAW this contract or any contractor-directed modification thereof. If the warranty is a commercial warranty and states that the warranty is not in effect outside the continental United States, then the wording of the warranty shall be amended so that the warranty is extended to the customer country. The warranty shall be for a minimum of one (1) year in duration, or contractor's standard warranty, which eve is longer, starting from the date of hardware acceptance by the U.S. Government.

(U) 3.8.2. Warranty Procedures. The FMS customer will notify The US Army Security Assistance Command (USASAC) New Cumberland (NC) of an equipment failure using a Supply Deficiency Report (SDR). USASAC NC will forward the SDR to the CECOM SAMD SDR action officer, and the contractor will be notified of an equipment failure. Exercising of the warranty shall commence upon contractor receipt of failure notification, at which point the warranty clock shall be stopped relative to the unit in question. Upon receipt of the failed item, the contractor shall determine if the item and failure are covered by the warranty. Upon confirmation that the contractor has repaired/replaced the item under warranty, the warranty clock shall be restarted. The FMS Customer shall be responsible for the established contractual price for items tested and found to be a "False Pull" or "No Evidence of Failure (NEOF)". The contractor shall meet or exceed a 60-day turn-around time for repairs. This time shall be from the date of receipt of the failed item by the contractor at the Contractor's facility, to shipment from the contractor's facility. The contractor shall be responsible for the transportation cost of repaired items under warranty from the contractor's facilities to the PN base in Colombia. Transportation costs of repair items determined to be not under warranty shall be borne by the customer country.

(U) **4.0 Procurement Contracting Officer.** The ACC-APG Procurement Contracting Officer (PCO) is the single point of contact within the government for funds, program direction or approval of progress payments. Only the PCO can approve or direct changes or additions to the contract.