

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page of Pages</b> 1 64
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-12-R-0501	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2012OCT29	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HTB-D WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  WS: No Identified Army Weapons Systems		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 01:00pm (hour) local time 2012DEC17 (Date).**

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

<b>10. For Information Call:</b>	<b>A. Name</b> CHRISTOPHER A. VALEVICH	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> CHRISTOPHER.A.VALEVICH@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-0726	<b>Ext.</b>

**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

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

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

<b>13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)</b>	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

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

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b>	<b>Item</b> 25
<b>24. Administered By (If other than Item 7)</b>		<b>25. Payment Will Be Made By</b>	
SCD	PAS    NONE	Code	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>

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

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

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MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2011

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (\\*HYPERLINK "http://contracting.tacom.army.mil/opportunity.htm" <http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see \\*HYPERLINK "http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm" <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

\\*HYPERLINK "https://acquisition.army.mil/asfi/solicitation\_view.cfm?psolicitationnbr=W56HZV-12-R-0501" [https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV-12-R-0501](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV-12-R-0501)

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to \\*HYPERLINK "https://acquisition.army.mil/asfi/" <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at \\*HYPERLINK "https://acquisition.army.mil/asfi/BRS\_guide.doc" [https://acquisition.army.mil/asfi/BRS\\_guide.doc](https://acquisition.army.mil/asfi/BRS_guide.doc).

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

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

**Name of Offeror or Contractor:**

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

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

End of Provision

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

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

[End of Clause]

A-3            52.214-4000            ACKNOWLEDGMENT OF AMENDMENTS            OCT/1993

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

SECTION A - SUPPLEMENTAL INFORMATION  
EXECUTIVE SUMMARY Modernized Expanded Capacity Vehicle Survivability (MECV-S)  
SOLICITATION # W56HZV-12-R-0501

A.1 INTRODUCTION

A.1.1 The Product Director Light Tactical Vehicle (PD LTV) on behalf of the Program Executive Office Combat Support and Combat Service Support (PEO CS&CSS) plans to examine potential survivability enhancements to the High Mobility Multi-Wheeled Vehicle (HMMWV) Expanded Capacity Vehicle (ECV) chassis. This project will be referred to as the Modernized ECV - Survivability (MECV-S). To accomplish this, the Army Contracting Command Warren (ACC-Wrn) is conducting a full and open competition with industry to award and test up to six proposed vehicle solutions. Vendors shall also provide Computer Aided Design (CAD) models to be used for Government-conducted modeling and simulation excursions at various threats and multiple soil conditions.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0501 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 64
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**Name of Offeror or Contractor:**

**A.2 BACKGROUND / OBJECTIVES**

A.2.1 Vehicle systems within the Army must meet a wide range of performance requirements, while adhering to weight and cost restrictions.

A.2.2 The Government seeks to evaluate proven light tactical vehicle material solutions to improve the survivability of the HMMWV ECV. The primary mission of the HMMWV ECV is to provide protected mobility to ground forces with the capability of operating in a threat environment that involves the possibility of mines, explosives, and small arms fire (SAF).

A.2.3 The Governments goal is to obtain technical solutions which may address current and future threats by making systematic improvements to tactical vehicles through increased crew protection and vehicle survivability at a maximum Gross Vehicle Weight (GVW) of 18,500 lbs. The MECV-S program requires effective force protection and its sole focus is improving the survivability of the crew through scalable armor.

A.2.4 The output of the contract(s) will be an advancement of Army knowledge of technologies and techniques available which are critical to a successful Tactical Wheeled Vehicle protection system.

A.2.5 All technologies used to develop the MECV-S should be no less than Technology Readiness Level 7 (TRL 7). TRL 7 is defined as a prototype near or at planned operational system and represents a major step up from TRL 6 by requiring demonstration of an actual system prototype in an operational environment. Contractors shall be required to achieve, at a minimum, threshold requirements of the Annex A (Classified - Ballistic Requirements for the MECV-S (SECRET), version 1.1) referred to as Annex A.

A.2.6 Contract Requirements. Each Research Development Test and Engineering (RDTE) contract award will be for two identical MECV-S systems, and two identical sets of vehicle Computer Aided Design (CAD) models. A MECV-S system is defined as an armored 4-door weapons carrier crew compartment on a rolling chassis that meets the requirements of Attachment 001, MECV-S Crew Compartment Requirements, Section C, and the Classified Annex A.

**A.3 ACQUISITION STRATEGY**

**A.3.1 Proposal Submission and Requirements**

A.3.1.1 Proposals shall include information, as explained in Section L. Information will be required regarding each of the source selection evaluation Factors. Note that Price proposals shall include cost information as specified in Section L of the solicitation.

A.3.1.2 Affordability. The Government anticipates awards will be made with a combined total value of approximately \$19,800,000 for up to six contracts as a result of this solicitation. Up to six Firm Fixed Price contract(s) will be awarded as a result of this solicitation.

**A.3.2 Proposal Evaluation and Award**

A.3.2.1 Source Selection. Offerors must carefully review the requirements of the solicitation. Particular attention is directed to Section L, which instructs Offerors how to present proposals, as well as Section M which sets forth the award criteria in its relative order of importance and the basis of award.

A.3.2.2 This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises Offerors that the Government intends to make award without conducting discussions. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary.

**A.4 GOVERNMENT FURNISHED PROPERTY (GFP)**

A.4.1 The MECV-S program will utilize Depot Recapitalized M1151A1 HMMWV ECVs provided to contract awardees as GFP as stated in the Statement of Work (SOW) at C.2.1. In its proposal, the Offeror shall provide a shipping address and Point of Contact for receipt of the GFP, as stated in section L.3.1.f.

A.4.2 The Government intends to ship GFP to each contractor, receipt of GFP at Contractors facility shall be within 15 business days of contract award. Each contractor shall deliver two identical MECV-S systems to Aberdeen Test Center (ATC) as stated in FAR Provision 52.242-4022, Delivery Schedule, in Section F of the RFP. Each MECV-S system will be inspected by the Government at ATC using Attachment 002, MECV-S Government Acceptance Criteria Vehicle Readiness Board and Inspection.

**A.5 CLASSIFIED INFORMATION**

A.5.1 To view the Annex A, Offerors must provide evidence of its security clearance (Secret). Reference The National Industrial Security Program Operating Manual (NISPOM) dated Feb 2006 for information on how to obtain a Facility Clearance Letter (FCL) ([www.dss.mil/isp/fac\\_clear/download\\_nispom.html](http://www.dss.mil/isp/fac_clear/download_nispom.html)). In accordance with M.2, the Government may reject an Offerors proposal that does not include evidence the Offeror has obtained the aforementioned SECRET Facility Clearance and the classified ballistic specifications at

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0501 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 64
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**Name of Offeror or Contractor:**

the time of proposal submission. Extensions to this RFP will NOT be granted by the Government to allow time for potential Offerors to obtain the aforementioned clearances that do not already possess them.

A.5.2 Offerors are required to request a copy of the Annex A for complete proposal preparation. In order to receive a copy of Annex A, Offerors must send an email to: usarmy.detroit.peo-cs-css.mbx.jpo-jltv-pd-ltv-hmmwv-r-and-m@mail.mil along with your Company Name, address, CAGE Code, Facility CAGE Code, and basis of the need to know. All requests for Annex A shall be received within 10 calendar days of RFP release.

A.6 GENERAL INFORMATION.

A.6.1 Access to Tank Automotive and Armaments Command (TACOM) and ATC shall be required. The US Government has very strict requirements for gaining admittance to TACOM. For facilities access requirements, contact the US Army Garrison Detroit Arsenal (586) 282-5697 for the current security requirements at TACOM. The winning Offeror(s) shall also be required to attend the Vehicle Readiness Boards at ATC. Go to [http://www.atc.army.mil/visitor\\_intro.htm](http://www.atc.army.mil/visitor_intro.htm) or contact the ATC Security Office, at 410-278-2953.

A.7 POINT OF CONTACT. Contract Specialist, Mr. Christopher A. Valevich, by e-mail only at christopher.a.valevich.civ@mail.mil.

\*\*\* END OF NARRATIVE A0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  MECV-S SYSTEM NSN: 9999-99-999-9999																																		
0001AA	<p><u>MECV-S SYSTEM</u></p> <p>GENERIC NAME DESCRIPTION: MECV-S SYSTEM                      PRON: E122A959JZ PRON AMD: 01</p> <p>Definition: See paragraph C.1.1.1</p> <p>The contractor shall deliver two MECV-S systems to Aberdeen Test Center per the delivery schedule in section F, clause 52.242-4022.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING REQUIREMENTS CLAUSE FOR DETAILS                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="4">SUPPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV2290S100</td> <td>W81C5M</td> <td>M</td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="3"><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td colspan="3">0060</td> </tr> <tr> <td>002</td> <td>1</td> <td colspan="3">0090</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W81C5M) PR W4QU USA ABERDEEN TEST CENTER                      BLDG 358 MICHAELVILLE ROAD                       ABERDEEN PROVING GROUND, MD, 21005-50</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR TP CD</u>	001	W56HZV2290S100	W81C5M	M	3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>			001	1	0060			002	1	0090			2	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0002	CAD MODEL																													
0002AA	<p><u>COMPUTER AIDED DESIGN (CAD) MODELS</u></p> <p>GENERIC NAME DESCRIPTION: CAD MODEL                      PRON: E122A960JZ PRON AMD: 02</p> <p>CLIN 0002AA must be in accordance with CDRL:                      A002</p> <p>The contractor shall deliver two identical CAD Models to Aberdeen Test Center per the delivery schedule in section F, clause 52.242-4022.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> </tr> <tr> <td>001</td> <td>2</td> <td></td> <td>0030</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W81C5M) PR W4QU USA ABERDEEN TEST CENTER                      BLDG 358 MICHAELVILLE ROAD                      ABERDEEN PROVING GROUND,MD,21005-50</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001		000000		3	<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>		001	2		0030		2	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>NOUN: Contract Data Requirement List (CDRL)</p> <p>The following CDRLs are Not Separately Priced:</p> <p>A001, A003, A004, A005, A006 and A007</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

**CONTINUATION SHEET**

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<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>

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**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	JUN/2012

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within twenty calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within seven calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

C-2	52.209-4022 (TACOM)	iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within twenty calendar days of contract award and within seven calendar days of new employees commencing performance, with the results reported to the COR no later than thirty calendar days after contract award.

(End of Clause)

C-3	52.204-4020 (TACOM)	ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES	JUN/2012
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The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

C-4	52.204-4022 (TACOM)	REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN	JUN/2012
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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, per AR 530-1, Operations Security. This SOP/Plan will specify the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1.

C-5	52.209-4023 (TACOM)	OPSEC TRAINING REQUIREMENT	JUN/2012
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Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training.

(End of Clause)

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## STATEMENT OF WORK

Modernized Expanded Capacity Vehicle - Survivability (MECV-S)

## TABLE OF CONTENTS:

- C.1 Scope
- C.2 Requirements
- C.3 Deliverables
- C.4 Meetings
- C.5 Safeguarding For Official Use Only (FOUO) Information
- C.6 Security Requirements

## C.1 SCOPE

C.1.1 The contractor, as an independent contractor and not as an agent of the Government, shall furnish all data, supporting labor, supplies, services, facilities and equipment necessary for the delivery of two identical MECV-S Systems, to Aberdeen Test Center (ATC). The contractor shall also submit two identical sets of vehicle Computer Aided Design (CAD) models. The models shall be representative of the delivered MECV-S system.

C.1.1.1 A MECV-S system is defined as the armored 4-door weapons carrier crew compartment on a rolling chassis that meets the requirements of Attachment 001, MECV-S Crew Compartment Requirements, Section C of this solicitation and Annex A. The contractor furnished MECV-S is required to meet the performance requirements and threats listed in Annex A (Classified - Ballistic Requirements for the MECV-S (SECRET), version 1.1) referred to as Annex A. The Government intends to conduct system level testing.

C.1.2 All technologies used to develop the MECV-S system should be no less than Technology Readiness Level 7 as defined as a prototype near or at planned operational system and represents a major step up from TRL 6 by requiring demonstration of an actual system prototype in an operational environment. Contractors shall be required to achieve, at a minimum, threshold requirements of Annex A.

## C.2. REQUIREMENTS

C.2.1 Government Furnished Property (GFP). The Government intends to ship two Recapitalized M1151A1 HMMWV ECVs as specified in section H.2 of this solicitation as GFP to each contractor. Receipt of GFP at Contractors facility shall be within 15 business days of contract award. All components removed by the contractor during development must be tracked and retained at the Contractors facility until disposition instructions are provided.

C.2.2 The MECV-S system shall be delivered with the B-kit installed, per Attachment 001, MECV-S Crew Compartment Requirements, and shall meet, at a minimum, the threshold B-kit requirements in Annex A

C.2.2.1 The crew compartment of the MECV-S system shall be mounted to the chassis, and shall have necessary retention devices to ensure the cab remains attached to the chassis when subjected to a threshold B-kit underbody blast event level in Annex A.

C.2.2.2 The crew compartment of the MECV-S system shall meet the requirements in Attachment 001, MECV-S Crew Compartment Requirements. In addition, the following items shall be included in the MECV-S system:

1) Dash and steering wheel. Steering wheel shall be installed. Gauges are not required to be present or functional. The contractor is not required to reuse the existing dash and steering wheel from the M1151A1s that are provided as GFP.

2) Radio rack installed, NSN 5975-01-556-3496, (provided in the M1151 GFP). Radio mounts, antennas, and radios are not required;

3) The contractor shall mount a Gunners Protection Kit, NSN 2510-01-532-5221, and Gunners Shield Kit, NSN 2510-01-498-4996, provided as Government Furnished Property (GFP).

C.2.2.3 Fenders, grille, hood, and cargo bed shall be present and attached to the MECV-S system. The contractor may reuse the existing fenders, grille, hood, and cargo bed from the M1151A1s provided as GFP. Basic Issue Items (BII) are not required to be delivered with the MECV-S system.

C.2.2.4 The MECV-S system shall have necessary wheels, suspension, lifting, tie-down, towing attachments, and drive train components to allow the chassis and crew cab to be pushed, towed, rolled, manually traversable gunners station and manually steered (operable power steering not required). The chassis shall consist of the following mounted components: engine, transmission, drive shafts; half shafts; transfer case; and differentials. These components must have all fluids drained and do not have to be operable. Components from GFP vehicles may be used. Fuel tanks shall be installed, but hoses and connections are not required. Battery space claim shall be present, but batteries or electrical hook ups are not required.

C.2.2.4.1 The MECV-S systems lifting and tie-down provisions shall comply with the design and performance criteria specified in MIL-STD-209 for a single point and dual point lift of an 18,500 lb vehicle. Stencil markings conforming to MIL-STD-209 shall be applied to the

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vehicle at each lifting and tie-down point.

C.2.2.4.2 The MECV-S systems towing provisions (tow lugs, lift-tow rings, tow brackets, and safety chain provisions) and associated mounts and supporting vehicle structure shall be capable of withstanding the maximum forces encountered while being used for towing the 18,500 lbs MECV-S system. Towing provisions shall accept attachment to tow bars and recovery vehicle equipment without interference or modification to vehicle, and without requiring special adapters other than those present with the towing equipment. Towing provisions shall provide adequate hand clearance for attachment of tow bars and recovery vehicle equipment to towing provisions. Tie-down provisions shall not be used as towing provisions if such use requires the removal of shackles or rings. Tow lugs shall have clearly identified and accessible front and rear tow points. TOW Stencil markings conforming to MIL-STD-209 shall be applied to the vehicle at each tow lug.

C.2.2.5 Except as explicitly stated, the contractor is not required to use fully functional components, as referenced in C.2.2.4 and attachment 001, as long as the proper masses and materials are in the appropriate locations defined by the contractor design. The contractor shall add weights to each MECV-S to represent the weight of missing components. The contractor shall not place any artificial weights on the floor of the crew compartment or the cargo bed.

C.2.2.5.1 During the first Vehicle Readiness Board Presentation (CDRL A001), the contractor shall present a detailed explanation of the base vehicle weight (including fluid and BII weights), B-kit weights, Center of Gravity of the MECV-S system, and estimated Center for Gravity when loaded for test.

C.2.2.5.2 The MECV-S system shall be tested at Gross Vehicle Weight (GVW). GVW shall not exceed 18,500 lbs, and is defined as:

$$\text{MECV-S System (including B-kit + Mounted Government Furnished Property) + crew weight + payload} < 18,500 \text{ lbs}$$

Crew weight is defined as three soldiers (1023 lbs); payload 1380 lbs.

C.2.2.5.3 During testing, the Government will load the MECV-S as follows:

1) MECV-S system: The delivered MECV-S system weighted as delivered. Only additional weight shall be water placed in the fuel tank (~75% full).

2) Crew: Three Anthropomorphic Test Dummies (ATD) instrumented with personal equipment (~1023 lbs) seated and secured.

3) Payload:

a. One ATD instrumented with personnel equipment (~309 lbs) seated and secured.

b. An additional ~575 lbs will be added onto the gunners hatch and within the GPK to have a total simulated weight of an OGPK with M2 Heavy barrel Machine Gun (HBMG), mount, and ammunition:

$$\text{OGPK Difference + M2 HBMG + Ammo + mount}$$

$$430 \text{ lbs} + 85 \text{ lbs} + 40 \text{ lbs} + 20 \text{ lbs} = 575 \text{ lbs}$$

c. Remaining payload (1380 lbs - 309 lbs - 575 lbs = 496 lbs) will be placed in the cargo area and crew compartment. Remaining payload will be divided between crew compartment and cargo area of approximately 20/80 percent split (100 lbs/400 lbs). The crew compartment remaining payload of ~20% will be divided equally between weights on the radio rack, and behind the gunners station in order to simulate weight of spare ammunition. The cargo area remaining payload of ~80% weight simulant will be mounted on the center of the cargo area bed.

C.2.2.6 The MECV-S system shall not exceed a height of 90 inches as measured to the top of the gunner's station ring when measured on a hard surface with proper tire pressure.

**C.3 DELIVERABLES**

C.3.1 General.

C.3.1.1 The contractor shall furnish all information, hardware, data, and software required under this Scope of Work.

C.3.1.2 The contractor shall deliver all data in English.

C.3.1.3. Electronic Submissions:

C.3.1.3.1 All electronic data submitted must be in Microsoft (MS) Office Suite and Windows 2000 compatible format unless specified differently in the Contract Data Requirements List (CDRL).

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C.3.1.3.2 Cover/Transmittal Letter: The contractor shall annotate the following information in the electronic cover letter for the submission:

Contract Number  
CDRL Number and Item (e.g., A001 TRANS RPT)  
Delivery Type (Draft, Final)  
Date  
Contractor Name  
System Name

C.3.1.3.3 The contractor shall use the following naming convention for electronic files submitted:

CDRL Number and Item  
Delivery Type (Draft, Final)  
Date  
For example: A001 Trans Rpt Draft 1 Aug 07.doc

**C.3.2 Hardware Deliverables**

C.3.2.1 The contractor shall deliver two MECV-S systems to ATC as stated in FAR Provision 52.242-4022, Delivery Schedule, in Section F.

C.3.2.1.1 The two MECV-S systems will be inspected by the Government at ATC using Attachment 002, MECV-S Government Acceptance Criteria Vehicle Readiness Board and Inspection.

**C.3.3. Software Data Deliverables**

C.3.3.1 The contractor shall provide two identical sets of the MECV-S Computer Aided Design (CAD) models to the Government IAW CDRL A002, CAD Models. The models shall be representative of the MECV-S system.

C.3.3.2 Per Department of Defense Directive 5230.24, dated August 23, 2012, all CAD data generated as a result of this effort shall be marked DISTRIBUTION STATEMENT B: Distribution authorized to U.S. Government Agencies only (Reason: Proprietary Information), (Date of Determination: 20 August 2012).

**C.3.4. Data Deliverables**

C.3.4.1 The contractor shall provide the Start of Work Briefing Packets IAW CDRL A003, Briefing Packets, No Later Than (NLT) five business days prior to the Start of Work meeting date.

C.3.4.2 The contractor shall provide the Vehicle Readiness Board (VRB) Briefing Packets IAW CDRL A001, Vehicle Readiness Board Presentation, NLT five business days prior to the first VRB meeting date.

C.3.4.3 The contractor shall provide written meeting minutes IAW CDRL A004, Meeting Minutes, within five business days of all meetings.

C.3.4.4 The contractor shall provide a non-binding production cost of the MECV-S system referencing Attachment 004, Government Estimated Delivery Schedule, and a Bill of Material IAW CDRL A005, Bill of Material and Production Unit Cost, within 60 calendar days of contract award.

**C.4. MEETINGS**

The contractor and Government shall conduct meetings and reviews during the performance of the contract. The objectives of these meetings are to review progress and provide guidance on contractual, technical, logistics, or other issues critical to successful contract performance. Meetings where classified information is to be discussed must follow the provision identified in the National Industrial Security Program Operating Manual (NISPO), Chapter 6. No discussion, conference, or meeting review interaction shall be construed as providing the contractor direction to do any work not covered by the contract.

C.4.1. Start of Work Meeting. Within 15 days after contract award, the contractor shall conduct a Start of Work meeting to be held at a Government-provided facility at or near TACOM in Warren, MI. This meeting will focus on contract terms and conditions, a review of all data requirements, required specifications, program schedule, test requirements and relevant logistics requirements to ensure a complete understanding of the requirements. The Start of Work objective is to review the Government requirements, program obligations, objectives, and responsibilities, and to conduct an overall review of the projected contractor approach, general assumptions, schedule, anticipated level of effort, and any other areas needing clarification. The contractor shall brief the Start of Work Briefing Packets prepared IAW CDRL A003, Briefing Packets. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 7 days advance notice of the

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time, date, and location of the start of work meeting. The preferred method of notification is by email.

C.4.2. Vehicle Readiness Board (VRB). The contractor shall attend two VRBs after delivery of their MECV-S systems to the Government for ballistic testing. The VRB shall serve as the Government Inspection/Acceptance of the MECV-S systems. The contractor shall provide the Government a briefing on the design features of the MECV-S system at the first VRB only (CDRL A001, Vehicle Readiness Board Presentation). Specific review actions are listed in Attachment 002, Government Acceptance Criteria Vehicle Readiness Board and Inspection. The VRBs shall be held at Aberdeen Test Center at 60 and 90 days after contract award. The contractor is responsible for scheduling the VRB with the COR within seven days of delivery. The VRB will assess the acceptability of the MECV-S system and review test readiness. The contractor shall be responsible for correcting any deficiencies found in the VRB. The contractor may be limited to one follow-on VRB per MECV-S system.

C.5 SAFEGUARDING "FOR OFFICIAL USE ONLY" (FOUO) INFORMATION

C.5.1 The "FOR OFFICIAL USE ONLY" marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but it is used on official Government Information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.

C.5.2 Other non-security markings such as "Limited Official Use" and "Official Use Only" are used by non-DOD Users Agencies for the same type of information and shall be safeguarded and handled in accordance with instructions received from such agencies.

C.5.3 Use of the markings stated in C.5.1 and C.5.2 does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release, to determine whether a significant and legitimate Government purpose is served by withholding the information portions of it.

C.5.4 For Official Use Only (FOUO) is not a security classification. Information that has not been given a security classification, but which may be withheld from the public for one or more of the reasons cited in Freedom of Information Act exemptions, AR 25-55, "Army Freedom of Information Act Program," shall be designated FOUO. Information so designated in this guide that warrants FOUO markings shall be handled as FOR OFFICIAL USE ONLY. Documents shall be marked "FOR OFFICIAL USE ONLY," in letters larger than the rest of the text (14 point font), at the bottom of the front cover, the title page, or the first page, and the outside of the back cover. Pages within the document that contain FOUO information shall be marked "FOR OFFICIAL USE ONLY" at the bottom.

C.5.5 The marking, handling, electronic processing and transmission of all FOUO information shall be in accordance with the NISPOM DoD 5220.22-M, Chapter 5, Section I of AR 380-5, and the PEO-CS-CSS TWV SCG Dated 31 August 2012.

C.6 SECURITY REQUIREMENTS

C.6.1 The Contractor shall comply with all security requirements of this contract, as stated in FAR 52.209-4020 Anti-terrorism (AT) Level I Training Requirements, FAR 52.209-4022 iWatch Training, FAR 52.204-2 Security Requirements, FAR 52.204-4020 Access and General Protection/security Policy and Procedures, FAR 52.204-4022 Requirement for an OPSEC Standing Operation Procedure/Plan, and FAR 52.209-4023 OPSEC Training Requirement, and submit their electronic deliverables per CDRL A006, Security Training Certificates, and CDRL A007, OPSEC Plan.

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

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## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

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## SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-5	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995
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Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

## E.1 INSPECTION/ACCEPTANCE

E.1.1 Vehicle Readiness Board (VRB). A VRB shall serve as the Government Inspection/Acceptance for each of the MECV-S system deliverables. Specific review actions are listed in Attachment 002, Government Acceptance Criteria Vehicle Readiness Board and Inspection.

E.1.2 The contractor shall attend two VRBs upon delivery of their MECV-S systems to the Government for ballistic testing. The contractor shall provide the Government a briefing on the design features of the MECV-S system at the first VRB only (CDRL A001, Vehicle Readiness Board Presentation).

E.1.3 The VRBs shall be held at Aberdeen Test Center at 60 and 90 days after contract award. The contractor is responsible for scheduling the VRB with the COR seven days prior to delivery. The VRB will assess the acceptability of the MECV-S system and review test readiness.

E.1.4 The contractor shall be responsible for correcting any deficiencies found in the VRB.

\*\*\* END OF NARRATIVE E0001 \*\*\*

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## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-4	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-5	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2011

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

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

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

"Government's unit acquisition cost" means

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

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

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

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

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

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

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

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"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.

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

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

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

(c) Unique item identifier.

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

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

  N/A  

  N/A  

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

(i) The encoded data elements (except issuing agency code) of the unique item identifier are 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.

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(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.

(4) 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; 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 the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

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

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

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, 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, either as part of, or associated with, 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.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, 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.

Name of Offeror or Contractor:

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

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

[http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item 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).

(End of clause)

F-6            52.242-4022            DELIVERY SCHEDULE            SEP/2008  
                   (TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
N/A	N/A	N/A

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

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ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN 0001	1	60
CLIN 0001	1	90
CLIN 0002	2	30

(d) Accelerated delivery schedule not acceptable.

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

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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[End of Clause]

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## SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-2	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2in1" is entered if the award is strictly for services being provided/delivered.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: If Inspection/Acceptance is Origin, use the Admin (DCMA)DoDAAC or the DoDAAC of the inspection/acceptance office if different than the Admin DoDAAC; if Destination, use the Ship-To DoDAAC Code. If Accepted-By Other: enter the DoDAAC of the activity designated to perform acceptance.
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

The paying office DoDAAC and mailing address is located on the first page of the award. To track the status of your invoice, click on the link, Pay status (myInvoice-External link) at the bottom of the left-hand menu.

If your paying office is Columbus, direct any payment-related questions to the Defense Finance Accounting Services (DFAS) Columbus at 1-888-756-4571. Please have your order number and invoice ready when calling about payment status. If your paying office is other than Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

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

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

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

Warren: \\*HYPERLINK

"http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\_RPT01.cfm"http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\_RPT01.cfm

Rock Island - JMTC: \\*HYPERLINK "https://acquisition.army.mil/asfi/"https://acquisition.army.mil/asfi/

Red River Army Depot: \\*HYPERLINK "https://acquisition.army.mil/asfi/"https://acquisition.army.mil/asfi/

Anniston Army Depot: \\*HYPERLINK "https://acquisition.army.mil/asfi/"https://acquisition.army.mil/asfi/

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

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

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

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

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

## Section H

H.1 Below is a listing of Government-Furnished Property (GFP) that will be furnished under this contract.

Nomenclature: TRK, UTIL: EXPANDED CAPACITY, ARMAMENT CARRIER (DEPOT RECAP)

Model #: M1151A1

LIN: T34704

NSN: 2320-01-540-2038

Qty to Each Vendor: 2

Unit Price: \$210,000.00

H.2 The Government intends to ship GFP to each contractor, receipt of GFP at Contractors facility shall be within 15 business days of contract award.

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

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## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-24	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-30	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-32	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-33	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-34	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-35	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-36	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-37	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-38	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-40	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-42	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-43	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-44	52.232-1	PAYMENTS	APR/1984
I-45	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-46	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-47	52.232-11	EXTRAS	APR/1984
I-48	52.232-17	INTEREST	OCT/2010
I-49	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-50	52.232-25	PROMPT PAYMENT	OCT/2008
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-52	52.233-1	DISPUTES	JUL/2002
I-53	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-54	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-55	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-1	CHANGES--FIXED PRICE	AUG/1987

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I-58	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-59	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-60	52.245-1	GOVERNMENT PROPERTY (APR 2012) -- ALTERNATE I (APR 2012)	APR/2012
I-61	52.245-9	USE AND CHARGES	APR/2012
I-62	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-63	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-64	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-65	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-66	52.248-1	VALUE ENGINEERING	OCT/2010
I-67	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-68	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-69	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-70	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-72	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-73	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-74	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-75	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-76	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-78	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-79	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-80	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-81	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-82	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-83	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-84	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-85	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	JUN/2012
I-86	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-87	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-88	252.223-7008	PROHIBITION OF HEXVALENT CHROMIUM	MAY/2011
I-89	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
I-90	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-91	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-92	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2012
I-93	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-94	252.225-7013	DUTY-FREE ENTRY	JAN/2012
I-95	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-96	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-97	252.225-7021	TRADE AGREEMENTS	JUN/2012
I-98	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-99	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-100	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-101	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-102	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-103	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-104	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-105	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-106	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-107	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-108	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-109	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-110	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-111	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-112	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-113	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991

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I-114	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-115	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-116	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-117	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-118	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-119	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-120	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-121	252.246-7001	WARRANTY OF DATA	DEC/1991
I-122	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-123	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-124	52.243-7	NOTIFICATION OF CHANGES	APR/1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within five calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

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

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

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(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

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

(End of Clause)

I-125

252.203-7004

DISPLAY OF FRAUD HOTLINE POSTER(S)

SEP/2011

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

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I-126 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Army Contracting Command - Warren under Contract No. W56HZV-12-R-0501.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Army Contracting Command - Warren.

(End of clause)

I-127 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION 2012-00015) AUG/2012  
(DEV 2012-00015)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code means--

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes--

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or

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DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number--

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to--

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to

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reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866 -606-8220, or 334-206-7828 for international calls.

(End of Clause)

I-128            52.219-4            NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS            JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime

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contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-129

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

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

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/content/table-small-business-size-standards>

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_336111\_\_ assigned to contract number \_\_\_\_\_ . [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-130                      52.223-3                      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                      JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of

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hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

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

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

(End of Clause)

I-131 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

## Warning

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-132 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV AUG/2012  
(DEV 2012- 2012-00014)  
00014)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I-133 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://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or  
<http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

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I-134            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-135            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dema.mil/20/guidebook\\_process.htm](http://guidebook.dema.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

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I-136                    252.223-7001                    HAZARD WARNING LABELS                    DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)                    ACT

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

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-137                    52.204-4009                    MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                    MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award

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shall be transmitted electronically.

[End of Clause]

I-138 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

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

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

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

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

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	26-OCT-2012	007	EMAIL
Attachment 0001	MECV-S CREW COMPARTMENT REQUIREMENTS	26-OCT-2012	006	EMAIL
Attachment 0002	GOVT ACCEPTANCE CRITERIA AND VRB INSPECTION	26-OCT-2012	004	EMAIL
Attachment 0003	MISSION PROFILE	26-OCT-2012	002	EMAIL
Attachment 0004	MECV-S GOVT ESTIMATED DELIVERY SCHEDULE	26-OCT-2011	001	EMAIL
Attachment 0005	MECV SURVIVABILITY TECHNICAL FACTOR COMPLIANCE SUBSTANTIATION	26-OCT-2012	004	EMAIL
Attachment 0006	MECV-S PRICING SPREADSHEET	26-OCT-2012	005	EMAIL
Attachment 0007	SMALL BUSINESS PARTICIPATION	26-OCT-2012	008	EMAIL
Attachment 0008	DD-254 CONTRACT SECURITY CLASSIFICATION SPECIFICATION	26-OCT-2012	002	EMAIL

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-6	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-7	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-8	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

(End of Provision)

K-9	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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

**OFFEROR RECOMMENDATIONS**

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-10	52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
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(a) Definitions. As used in this provision--

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Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

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

(End of provision)

K-11            52.225-18            PLACE OF MANUFACTURE            SEP/2006

(a) Definitions. As used in this clause

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

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- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

[ ] (2) Outside the United States.

(End of provision)

K-12            252.209-7999            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            JAN/2012  
(DEV 2012-            LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION  
00004)            2012-00004)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-13            252.225-7020            TRADE AGREEMENTS CERTIFICATE            JAN/2005

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

(b) Evaluation. The Government

Name of Offeror or Contractor:

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

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

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

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

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

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

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

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

(End of provision)

K-14	252.225-7035	BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE	JUN/2012
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(a) Definitions. Bahrainian end product, commercially available off-the-shelf (COTS) item, component, domestic end product, Free Trade Agreement country, Free Trade Agreement country end product, foreign end product, Moroccan end product, Peruvian end product, qualifying country end product, and United States, as used in this provision, have the meanings given in the Buy American --Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

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

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

\_\_\_\_\_

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products:

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(Line Item Number) (Country of Origin)

\_\_\_\_\_

(iii) The following supplies are other foreign end products, including 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 (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

\_\_\_\_\_

(End of provision)

K-15            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
(TACOM)

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-16            52.215-4010            AUTHORIZED NEGOTIATORS            JUN/2008  
(TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-17            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)            OCT/2008  
(TACOM)

(a) Definitions.

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

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.



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least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$ \_\_\_\_\_ \$ \_\_\_\_\_

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	252.215-7008	ONLY ONE OFFER	JUN/2012
L-7	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [ X ] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-9	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-10	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Center - Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-11	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) 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 (a) of this provision. Additional copies will be issued for a fee.

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(End of Provision)

L-12            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            JAN/2006  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

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

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-13            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://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

L-14            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/1984

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-15            52.211-4047            NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL            DEC/2004  
(TACOM)            (NEGOTIATED)

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

(b) Definitions:

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

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-16 52.215-20 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. IV OCT/1997  
dated Oct. 1997

(a) Submission of cost or pricing data (defined in FAR 2.101) is not required. To determine reasonableness of the offered price(s), if the contracting officer determines it is necessary to obtain supporting information from the offeror, the contracting officer reserves the right to require the offeror to submit the information described in (b) below. If that information is inapplicable or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (c) below.

(b) The offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy of, or describe, current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(2) For catalog, price list or other items, evidence of prices charged customers in the commercial market, under similar circumstances. This may include copies of contracts (or invoices) with commercial customers to document the prices charged.

(c) If the contracting officer determines this necessary, the offeror shall submit a breakdown of the elements of cost (material, labor, overheads, other direct costs, packaging, G&A, profit or fee, etc.) used in the development of (or to support) the proposed price. For each of these elements of cost, the contracting officer reserves the right to require the offeror to also provide enough supporting detail and/or rationale to enable the contracting officer to evaluate the reasonableness of the cost element.

(d) The electronic format and media for any information the offeror submits under this clause should meet the guidance in this Website:

<https://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

[End of clause]

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**Name of Offeror or Contractor:**

L-17            52.215-4003            HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES            MAY/2011  
(TACOM)            (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-18            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-19            52.215-4405            ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-            NOV/2002  
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

**Name of Offeror or Contractor:**

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the

following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

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

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

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

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

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

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

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

FORMAT FOR  
NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an employee of \_\_\_\_\_, a

Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agree to and promise the following:

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

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of



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L-21            52.219-4004            SUBMISSION OF SUBCONTRACTING PLAN            MAY/2012  
(TACOM)

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the 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 offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, 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 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 a 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 Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

L-22            52.219-4005            SUBMISSION OF SUBCONTRACTING PLAN            MAY/2012

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires offerors that are other than small business to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) The offeror may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request, the copy shall be submitted to the buyer email address listed on the face page of the solicitation within five (5) workdays of the date of the request.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, 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 at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

(End of Provision)

(End of Clause)

L-23            52.233-4001            HQ-AMC LEVEL PROTEST PROCEDURES            OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest

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Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQAMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQAMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQAMC-level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC command counsel is designated as the HQAMC protest decision authority. In the absence of the command counsel, the deputy command counsel is designated as the HQAMC protest decision authority.

(e) Time for Filing a Protest:

A HQAMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQAMC Office Hours are 8:00 AM to 4:30 PM Eastern Standard Time. Time for filing any document expires at 4:30 PM, Eastern Standard Time on the last day on which such filing may be made.

(f) Form of Protest:

HQAMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

## (g) Processing of HQAMC-Level Protests

- (1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the contracting officer, with the assistance of legal counsel, shall file with the HQAMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQAMC protest decision authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

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**Name of Offeror or Contractor:**

(5) For good cause shown, the HQAMC protest decision authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within one working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQAMC protest decision authority.

(i) Remedies:

The HQAMC protest decision authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2);
- g. such other remedies as HQAMC protest decision authority determines necessary to correct a defect.

[End of Clause]

L-24	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

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

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

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

[End of Provision]

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**Name of Offeror or Contractor:**

L.1.1 General Proposal Information. The proposal, subject to the Submission, Modification, Revision and Withdrawal of Proposals, paragraph of Instructions to Offeror(s) - Competitive Acquisitions (52.215-1) contained in Section L of the solicitation, shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal must be contained in the proposal volumes set forth below. Section M of the solicitation sets forth the evaluation criteria and delineates the factors to be evaluated and their relative order of importance. The Offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of this solicitation. The proposal shall be presented in sufficient detail to allow Government evaluation of its response to the requirements of the solicitation. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an Offeror's responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the solicitation requirements to allow for a meaningful review. The Government does not assume the duty to search for data to cure problems found in proposals.

## L.2 Proposal Format, Instructions and Content

L.2.1 The Offeror's proposal shall be submitted in five separate volumes as set forth below. Some parts of the proposal contain page recommendations as set forth in the balance of Section L below. Where page recommendations are specified, they are based upon standard 8.5" x 11" paper with a minimum font size of 10pt, and with a minimum of .5" margins. Schedules, drawings and other documents more appropriate to larger paper may be formatted no larger than 11" x 17". A Proposal Executive Summary or transmittal letter is optional. It will not be considered as part of the responses called for in the five proposal volumes required below, nor will it be evaluated. If a Proposal Executive Summary or transmittal letter is submitted, it must be submitted as a separate volume from the five volumes set forth below and it is recommended to be no more than five pages. The Offerors proposal shall consist of the following volumes:

Volume Number	Title	Quantity CD ROMs/DVDs
Volume I	Proposal Terms and Conditions	2
Volume II	Classified Technical Factor	3
Volume III	Unclassified/For Official Use Only (FOUO) Technical Factor	3
Volume IV	Price Factor	3
Volume V	Small Business Participation Factor	3

L.2.2 CD-ROMs/ DVDs. Each volume listed above shall be submitted on a separate set of CD-ROMs or DVDs utilizing Microsoft (MS) Word, MS Excel, MS PowerPoint, MS Project, MS Access, or PDF compatible formats. All MS files shall be 2003/2007 compatible unless otherwise indicated. Each CD-ROM or DVD shall be labeled so that it is easily identifiable for evaluation purposes (example Technical Volume, Set 1 of 3, CD 1 of X), and shall also include the Offerors name and the solicitation number. Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered, and each paragraph of the proposal shall have a reference number. The table of contents shall be organized by factor as set forth in Section L. Provide a list of all attachments and substantiating data in the table of contents under the specific factor which it supports. The table of contents shall include the following information for each factor, attachment or substantiated data listed:

Cross-reference to related Section L paragraph number  
Page number  
CD-ROM or DVD Volume and number  
File Name  
Classification

L.2.3 Submission Due Date. The Offeror's proposal shall be received at the address set forth below no later than 1:00 PM local Warren, MI time on the closing date of the RFP. The Offeror must ensure its proposal, in its entirety, reaches its intended destination before the date and time set for closing of the RFP.

L.2.4 After compiling all of the required information, submit the UNCLASSIFIED proposal to the address below. All proposals delivered in response to this RFP, whether hand-carried or submitted via U.S. mail, shall be addressed as follows:

US Army TACOM  
Attn: MECV Survivability Proposal  
Christopher Valevich  
6501 E. Eleven Mile Rd.  
Warren, MI 48397-5000  
Mail Stop: 416  
RFP Number: W56HZV-12-R-0501  
TO BE DELIVERED UNOPENED  
(Offeror's name)

Exterior envelopes must identify the RFP number and date specified for receipt of proposals.

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L.2.5 Method of Submission. Proposals may either be hand-carried or submitted via US mail. Electronic mail or facsimile of proposals and modifications are not authorized. Hand-carried submissions\* include proposals delivered by commercial carriers such as FedEx, UPS or services other than the US Postal Service. Hand-carried proposals must be delivered to the Detroit Arsenal (DTA) Mail Handling Facility (Building 255) between the hours of 8:00 AM and 1:00 PM local Warren, MI time. The package(s) will be dated and time stamped at the Mail Handling Facility and the Government will be responsible for forwarding the package(s) to the appropriate personnel. Offerors should ensure that any commercial carrier it uses has a tracking system that can provide documentation that will prove the date and time of delivery to the Government. If the proposal is hand-carried by other than a commercial carrier, the delivery person (even if an employee of the Offeror) must be a U.S. citizen, and must obtain a signed receipt, indicating date and time of delivery, from Mail Handling Facility personnel.

\*Directions to DTA: From Van Dyke Avenue, travel west on East 11 Mile Road to railroad tracks. Immediately after crossing railroad tracks, turn right into DTA gate and follow security officer directions to the Mail Handling Facility (Building 255). It may be necessary for the delivery person to obtain a visitors badge prior to being allowed to enter the installation. If so, the security officer will advise the delivery person of the procedures to follow.

Offerors are cautioned that approval to enter the installation must be obtained prior to the closing date for receipt of proposals. Offerors shall contact the Contract Specialist listed on the cover page of the SF33 for instructions on how to enter the installation.

Follow the procedures outlined above for entry. Due to security procedures, delays are probable at the entry point and Offerors must plan to accommodate them.

L.2.6 Proposal Submission Guidance. The Offerors proposal, as required by this section, will be evaluated as set forth in Section M of this solicitation. In addition to the general requirements of the solicitation provision FAR 52.215-1, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required by the RFP. The Offeror must ensure all Technical data is provided in the correct format, with appropriate markings as directed under Program Executive Office, Combat Support and Combat Service Support (PEO-CS-CSS) Tactical Wheeled Vehicle (TWV) Security Classification Guide (SCG), dated 31 August 2012, available with request of Annex A.

L.2.6.1 Separate Proposal Submission. Offerors may submit up to two proposals. The Government will separately evaluate each proposal received. Therefore, each proposal submitted must be a complete, comprehensive, stand-alone proposal, which is fully responsive to the information requested in the Request for Proposal (RFP). Each proposal must be clearly identified and submitted separately with its own proposal set of CD-ROMs/DVDs. Each proposal shall highlight the differences between itself and any other proposal submitted by that Offeror.

L.2.7 Offerors are encouraged to contact the contracting office (located in Block 10(c) of the Standard Form 33) via email only in order to request an explanation of any aspect of these instructions. Point of contact is Mr. Christopher A. Valevich, email address is: christopher.a.valevich.civ@mail.mil.

**L.3 VOLUMES**

L.3.1 Volume I Proposal Terms and Conditions. The Offeror shall submit the following information for the Proposal Terms and Conditions volume of their proposal:

- a. SF 33 signed by a person authorized to sign bids, quotations or proposals on behalf of the Offeror.
- b. This solicitation (Sections A, C-K, and Attachments 005, 006, and 007) with all fill-ins.
- c. Small Business or Small Disadvantaged Business Subcontracting Plan in accordance with FAR 52.219-9. This does not apply to US Small Business firms.
- d. A Statement specifying agreement with all terms, conditions and provisions included in the RFP. If exceptions are taken to any term, condition or requirement contained in the solicitation, provide a list of those exceptions and the basis for each exception. Any exception may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process in accordance with M.2.
- e. Facility Clearance (SECRET) Requirement. Offerors are required to submit documentation substantiating their (and their subcontractor(s) (if applicable)) possession of a Facility Clearance (SECRET), reference M.2.1.
- f. Shipping address and Point of Contact (POC) for receipt of the Government Furnished Property (GFP).

L.3.2 Technical Factor. The Technical Factor shall be divided into two separate Volumes:

- Volume II                      Classified Technical Factor
- Volume III                     Unclassified/FOUO Technical Factor

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L.3.2.1 SUBSTANTIATING DATA. The Substantiating Data required below to be inserted in Volumes II and III will assist the Government evaluation team in their assessment of the detailed material required by paragraph L.3.2.2 and L.3.2.3.

L.3.2.1.1 SUBSTANTIATING DATA.

L.3.2.1.1.1 Substantiating data can be in the form of documentation, test data, and rationale; and shall be complete, specific, and relevant to the specific requirement to be achieved. Examples of possible substantiating data include test completed data; historical information; commercial literature; manufacturer's specification sheets; certified modeling and simulation data; safety confirmations; material release information; analytical support; design documentation or other substantiating data supporting conformance with the proposed performance levels. If the substantiating data for one requirement is the same as data cited for another requirement, then reference the previously provided data and do not provide duplicate data.

L.3.2.1.1.2 Where the Offeror submits test data as substantiating information, the Offeror shall further discuss the extent to which the offered configuration varies from the tested configuration. To the extent variances exist, the Offeror shall discuss the impact of such variances have on the credibility of the test data.

L.3.2.2 Volume II Classified Technical Factor. This Volume shall contain the Offerors classified information submission in response to Attachment 005 (MECV Survivability Technical Factor Compliance Substantiation). It is recommended that the Offerors classified portion of their technical proposal be presented in no more than 100 pages. It shall be divided into the following sections.

Section 1 MECV Survivability Technical Factor Compliance Substantiation (Classified)

Section 2 Substantiating Data (Classified)

L.3.2.2.1 CLASSIFIED MATERIAL. This RFP includes a classified annex Annex A. Offerors must have a copy of Annex A in order to meaningfully respond to the solicitation (Reference M.2.1). In order to receive a copy of Annex A, Offerors must provide proof of valid Industrial Facilities Security Clearance by sending an email to: [usarmy.detroit.peo-cs-css.mbx.jpo-jltv-pd-ltv-hmmwv-r-and-m@mail.mil](mailto:usarmy.detroit.peo-cs-css.mbx.jpo-jltv-pd-ltv-hmmwv-r-and-m@mail.mil) with your Company Name, address, CAGE Code, Facility CAGE Code as per the National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22-M, and basis of the need to know. All requests for the Classified Annex shall be received within 10 calendar days of RFP release. Be sure to provide the contact information for the Facility Security Officer (FSO) in your response. Foreign respondents must provide the POC, phone number and address of their embassy in the U.S. to use for transfer of the classified documents. Verification of foreign respondents ability to access and store U.S. classified information is required prior to any classified information being sent.

L.3.2.2.2 CLASSIFIED PROPOSAL SUBMISSION. The Offeror shall submit this classified volume (Volume II) separately from unclassified sections. Do not e-mail or submit any classified information in Volumes I, III, IV, or V. Mailing instructions for submission of the Offerors classified volume are included in the NISPOM DoD 5220.22-M. The marking, handling, electronic processing and transmission of this information shall be in accordance with the NISPOM DoD 5220.22-M, the PEO-CS-CSS TWV SCG Dated 31 August 2012, and the DD Form 254 (Attachment 008). The classified information must be received by the due date on the cover sheet of this solicitation. This procedure applies to classified information submitted in electronic format as well. When submitting classified information, follow the NISPOM Chapter 5 instructions using the below mailing address:

U.S. Army TACOM LCMC  
Attention: SFAE-CSS-JL-LT  
Mail Stop 245  
6501 East 11 Mile Rd  
Warren MI 48397-5000

L.3.2.2.3 Offerors are cautioned that a proposal is not considered received without the classified submission portion of it having been received. Submissions which are mailed or hand delivered are not received instantaneously. Offerors should hand deliver or mail their classified volume in advance of the solicitation closing date and in time to ensure that the entire proposal is received timely.

L.3.2.3 Volume III Unclassified/FOUO Technical Factor

This Volume shall contain the Offerors unclassified/FOUO information submission in response to Attachment 005 (MECV Survivability Technical Factor Compliance Substantiation). It is recommended that the Offerors unclassified/FOUO portion of their technical proposal be presented in no more than 100 pages. It shall be divided into the following sections.

Section 1 MECV Survivability Technical Factor Compliance Substantiation (Unclassified/FOUO)

Section 2 Substantiating Data (Unclassified/FOUO)

L.3.3 Volume IV Price Factor

L.3.3.1 The Price Factor Volume is comprised of the information required below. Offerors are responsible for including sufficient detail to permit a complete evaluation of their proposal. Any information provided as part of the Price Factor Volume may be used to correlate the evaluation of the Offerors other proposal volumes with the evaluation of the Price Factor Volume.

**Name of Offeror or Contractor:**

## L.3.3.2 Attachment 006, Pricing Spreadsheet

L.3.3.2.1 Attachment 006 is an Excel Workbook that contains four worksheets for the Offeror to complete. The Offeror must complete the required information for all four worksheets. The Offeror shall not enter offered prices into Section B of the solicitation.

L.3.3.2.2 The 1st worksheet is: Pricing Summary. The Offeror shall enter Offerors Name, Solicitation Number and Date of Submission in the highlighted cells, which will automatically appear on all sub-worksheets. All pricing information on this worksheet will automatically populate, once the sub-worksheets are completed.

L.3.3.2.3 The 2nd worksheet, CLIN 0001, includes the cost breakdown and the price of the MECV-S system. Offeror shall enter the proposed elements in the highlighted cells. Material Cost line item will automatically populate, once the Bill of Material (BOM) is entered in the 4th worksheet, CLIN 0001 BOM.

L.3.3.2.4 The 3rd worksheet, CLIN 0002, includes the cost breakdown and the price of the Computer Aided Design Models for Modeling and Simulation. Offeror shall enter the proposed elements in the highlighted cells.

L.3.3.2.5 The 4th worksheet is the BOM for CLIN 0001. Offerors shall populate the spreadsheet in accordance with the instructions found on the 4th worksheet.

L.3.3.2.6 The submitted Attachment 006 Pricing Spreadsheet shall be in an unprotected format.

L.3.3.3 Note that awards made as a result of this solicitation will be for a Firm Fixed Price contract. There are no Economic Price Adjustment clauses in this solicitation and none are contemplated for the resulting contract.

L.3.3.4 All prices shall be stated in US dollars only. No currency adjustment provisions will be contained in any resulting contract. The cost breakdown shall include all costs to perform the contract, such as applicable taxes, duties, fees, security and transportation costs, until US Government acceptance. Failure to provide any of the information required by L.3.3 may render your proposal ineligible for award.

## L.3.3.5 Other Supporting Data and Rationale.

L.3.3.5.1 Nonrecurring Cost. Non-recurring costs are captured as Non-Recurring Other Direct Cost in the tabs of Attachment 006. Furthermore, in a narrative or calculation separate from Attachment 006 the Offeror shall provide a breakdown of Non-recurring Other Direct Cost for each applicable CLIN.

L.3.3.5.2 Other Direct Cost. In a narrative or calculation separate from Attachment 006 the Offeror shall provide a breakdown of Other Direct Cost for each applicable CLIN.

L.3.3.5.3 Other Indirect Cost. In a narrative or calculation separate from Attachment 006 the Offeror shall provide a breakdown of Other indirect Cost for each applicable CLIN.

L.3.3.5.4 The Government reserves the right to request additional information deemed necessary to conduct a complete assessment of price reasonableness.

L.3.4 Volume V Small Business Participation Factor: The Small Business Participation Factor Volume is comprised of a single chapter. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.3.4.1 Application: The following Small Business Participation proposal submission instructions apply to every Offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters.

L.3.4.2 Definitions: U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System (NAICS) code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), and service disabled veteran-owned small businesses (SDVOSBs).

L.3.4.3 Small Business Participation Factor Submittal: ALL Offerors, including Offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are required to complete Attachment 007, Small Business Participation Factor Submittal. The Attachment contains detailed instructions for filling out each tab in the file, including instructions for offerors proposing as joint ventures or members of teaming agreements. Offerors must fill out Attachment 007 with goals for this solicitation specifically, even if they are Other-Than-Small-Businesses (OTSB) submitting Comprehensive Subcontracting plans in accordance with Section I of the solicitation. Attachment 007 must be submitted in the Microsoft Excel workbook format with all tabs, formulas, and functions that are built into the template in the solicitation. Print image files or pictures (for example, a picture of an Excel spreadsheet embedded in a Word document) or files containing only values are not acceptable.

**Name of Offeror or Contractor:**

L.3.4.3.1. Extent of Small Business Participation. Offerors have the following two tabs to fill in: The term prime contractor refers to the Offeror:

a. (Prime \$ Tab) Prime Contractor Participation Dollars - Offeror must provide the dollars for the portion of work the prime contractor (s) will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB, and SDB.

b. (Sub \$ Tab) Subcontractor Participation Dollars - Offeror must provide the dollars for the portion of work the First Tier Subcontractors will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB, and SDB.

Based on inputs to the Small Business Participation Factor Submittal, the offerors extent of small business participation in SB and SDB will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount. Therefore, if the Offeror is itself a U.S. small business concern under the NAICS code applicable to this solicitation (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the Offerors own portion of the work to be performed as Small Business Participation for purposes of this evaluation.

L.3.4.3.2 Support for Proposed Goals.

L.3.4.3.2.1 Small Business Lists. Offerors have the following two tabs to fill in:

a. (SB Prime List Tab) Small Business Prime List Offeror must provide pertinent information about the small business prime contractors.

b. (SB Sub List Tab) Small Business Subcontractor List - Offeror must provide pertinent information about the 1st tier small business subcontractors they plan to use for the contract.

L.3.4.3.2.2 Consistency Between Small Business Participation Factor Submittal and other Proposal Volumes. Small Business Participation Factor Submittal content should be consistent with any small business prime and subcontracting related information cited in the Offerors Price proposal and elsewhere in the Offerors response to the RFP. The Government may request Offerors to correlate or crosswalk the contents of the Offerors Small Business Participation Factor Submittal with small business references in the Price Volume and/or elsewhere in the Offerors RFP response. Offerors should carefully review the following two tabs in Attachment 007:

a. (Con Tab) Consistency between the Small Business Participation Factor Submittal (Section L of the RFP) and Small Business Subcontracting Plan (Section I of RFP, FAR 52.219-9). Offerors who are Other -Than-Small-Business should use this tab to check for consistency between their Small Business Participation Factor Submittal and Small Business Subcontracting Plan. Note that this tab does not constitute the submittal of Small Business Subcontracting Plan goals. The plan and associated goals must be submitted in accordance with the Section I clauses as a stand-alone document.

b. (Roll-up Tab) Participation Roll-Up. All offerors should use this tab to carefully check for accuracy and consistency in their proposals.

L.3.4.3.2.3 Corroboration. During the evaluation the Government may request Offerors to submit a letter from a small business or other evidence corroborating the information in the Small Business Prime List and Small Business Subcontractors List in the Small Business Participation Factor Submittal.

L.3.4.3.2.4 Narrative. In addition to the Attachment 007, if the Offeror is a joint venture or team, the Offeror shall submit a very brief introductory narrative that explains the arrangement, including type of joint venture or teaming agreement. If an offeror has any other need to clarify or explain anything in the Small Business Participation Factor Submittal, the information can be included in this narrative.

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

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## SECTION M - EVALUATION FACTORS FOR AWARD

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1	52.209-4011 ALT I	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	APR/2011
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(a) We may award up to six contracts to the offerors that:

(1) submit the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and(2) submit a bid or proposal that meets all the material requirements of this solicitation, and

(3) meet all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-2	52.245-4001 (TACOM)	EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY	MAR/1985
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(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. Contractor must provide with their proposal, the list of Government Furnished Property (GFP), the acquisition cost, age, and type of GFP.

(b) For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Monthly Rental Rates

(1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.

(2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

<u>Age of Equipment</u>	<u>Monthly Rental Rates</u>
0-2 years	3.00%
Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%

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Over 6 to 10 years	1.00%
Over 10 years	0.75%

(3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:

- Two percent (2.00%) per month for electronic test equipment and automotive equipment;
- One percent (1.00%) per month for special tooling and for all other property and equipment.

(c) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

d() For the purposes of determining the evaluation factors set forth above, the following definitions apply:

(1) The term acquisition cost means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has enhanced the original capability of the item;

(2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).

(e) Where this solicitation provides that the property is offered for use on an as-is basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD.

M.1.1 The Government intends to make up to six awards as a result of this solicitation. However, the Government reserves the right to make less than six awards if the value of additional awards up to six would offer only limited benefit to achieving program objectives (see A.2) or based on affordability. The Government may make no contract award where it concludes that no proposal exists with a reasonable probability of achieving program objectives. The Government will select for award the proposal(s) which represent the best value to the Government as described below.

M.2 Rejection of Offers: In accordance with FAR 52.215-1 contained in this RFP, the Government may reject any or all proposals if such action is in the Government's best interest. Examples include, but are not limited to, the following:

(a) Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating capability to comply with the RFP terms without support and elaboration, as specified in the solicitation; or

(b) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform RFP requirements due to submission of a proposal that is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or

(c) Contains any unexplained, significant inconsistency between the proposed effort and the proposed price, which implies the Offeror has (1) inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or

(d) An offer that is unbalanced, as to Price. An unbalanced offer is one, which is based on prices significantly high or low for one given item or period versus another item or period. There must be a direct relationship between the effort expended and its

**Name of Offeror or Contractor:**

Price; or

(e) Fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of the solicitation; or

(f) Offers a product or services that do not meet all stated requirements of the solicitation; or

(g) Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions.

M.2.1 Requirement for Facility Clearance (SECRET). Portions of the information on this program will be classified as SECRET. To be considered for award, Offerors must have a SECRET Facility Clearance (FCL). Offerors must submit documentation indicating their facility has been granted a SECRET FCL. Offerors who are considering a subcontractor must also submit documentation indicating that its subcontractor has obtained the necessary clearance in order to be considered for award for those subcontractors that will handle classified material. All FCL information will be verified through the Defense Security Service for all Offerors and their subcontractors. Offerors without a security FCL will neither be able to discuss or access key aspects of the program that are classified nor will they be able to pass such information on to their subcontractor. Access to SECRET information will be required under the contract resulting from this RFP. The Government will reject an Offerors proposal that does not include evidence the Offeror has obtained the aforementioned SECRET Facility Clearance and Annex A at the time of proposal submission.

### M.3 Evaluation and Source Selection Process

M.3.1 Evaluation Process. Selection of the successful Offeror(s) shall be made following an assessment of each proposal, based on the response to the information requested in Section L of this RFP and against the RFP requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor. The Government may reject proposals, in accordance with RFP provision M.2 above.

M.3.1.1 The evaluation of proposals submitted in response to this RFP, and the source selection, shall be conducted using a "tradeoff" process to obtain the best value to the Government. The Government seeks to award to an Offeror(s) who gives the greatest confidence it will best meet the requirements affordably. The Government will weigh the evaluated proposal (other than the Price Factor) against the evaluated Price to the Government. As part of the best value determination, the Government will assess the risks of each proposal, that include its strengths and weaknesses, in selecting the proposal(s) that are most advantageous and represent the best overall value to the Government.

M.3.1.2 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror(s) for contract award(s).

M.3.1.3 Source Selection Evaluation Board (SSEB). A SSEB has been established by the Government to evaluate proposals in response to this RFP. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this RFP. Careful, full and impartial consideration will be given to all proposals received in response to this RFP. All proposals shall be subject to evaluation by a team of Government personnel.

M.3.1.4 AWARD WITHOUT DISCUSSIONS. This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises Offerors that the Government intends to make award without conducting discussions. Where awards will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms from a Price and non-Price Factor standpoint. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary.

M.3.2 Determination of Responsibility. In accordance with FAR 9.103, contracts will be placed only with Offerors that the Contracting Officer determines to be responsible. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet the standards of responsibility as set forth in FAR 9.104. In that regard, the Government may assess the Offeror's financial capabilities to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their Subcontractors), to aid the Contracting Officer in the evaluation of each Offeror's proposal and ensure that a selected Offeror is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To make sure an Offeror meets the responsibility criteria at FAR 9.104, the Government may:

- (1) Arrange a visit to an Offeror's plant and perform a necessary Pre-Award Survey, or
- (2) Request an Offeror to provide financial, technical, production, or managerial background information. If the requested information is not submitted within seven days from the date of receipt of the request, or if Offeror refuses the Government access to its facility, the Government may determine the Offeror non-responsible. If the Government visits the Offeror's facility, please ensure that current data relevant to its proposal is available for Government personnel to review.

### M.4 Evaluation Criteria

Evaluation Factors: The three Evaluation Factors are:

- (1) Technical

**Name of Offeror or Contractor:**

- (2) Price
- (3) Small Business Participation

Relative Order of Importance. Technical is slightly more important than Price. Price is significantly more important than Small Business Participation. As required to be defined by FAR 15.304(e), the two non-price Factors combined are approximately equal to the Price Factor.

M.4.1 Importance of Price. Award(s) will be made to the responsible Offeror(s) whose proposal(s) represents the best value to the Government. This might not be the Offeror(s) with the lowest Price. However, the closer the Offerors' evaluations are in those Factors other than the Price Factor, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the three evaluation Factors stated herein, Price may be controlling when:

- a. Proposals are otherwise considered approximately equal in the non-Price Factors; or
- b. An otherwise superior proposal is unaffordable; or
- c. The advantages of a proposal are not considered to be worth the price premium.

M.4.1.1 Affordability. No proposal or combination of proposals, no matter how highly rated, shall be considered for award if unaffordable. The Government anticipates awards will be made with a combined total value of approximately \$19,800,000 for up to six contracts as a result of this solicitation.

**M.4.2 TECHNICAL FACTOR**

The Technical Factor will assess the Offerors proposal responses to L.3.2.2 and L.3.2.3.

M.4.2.1 Under the Technical Factor, the Government will assess the Offerors proposal risk probability of the:

- 1) Crew compartment protection meeting those Annex A requirements as identified in Attachment 005 (MECV Survivability Technical Factor Compliance Substantiation).
- 2) Crew compartment latches and emergency egress provisions achieving the requirements identified in Attachment 001, sections 5 and 6.

M.4.2.1.1 Evaluation of Objective (Versus Threshold) Ballistic and Blast Performance Levels.

M.4.2.1.2 If the Government evaluation shows that an Offeror demonstrates their crew compartment is likely to achieve an evaluated Objective (as opposed to Threshold) ballistic and blast performance level, it shall be credited as a strength under the assessment to which it belongs. Such strengths may result in an increase in the rating that would otherwise be assigned for the relevant assessment.

M.4.2.1.3 For each Objective ballistic and blast performance level being evaluated (Annex A, 6.2.3.2, and Table A-2a), evaluation credit (see M.4.2.1.2 for application of evaluation credit) will only be given for evaluated full achievement of the Objective performance. No credit for partial achievement will be given, except that performance exceeding threshold (but less than objective), may form a basis for reduction of risk for meeting the Threshold performance of that requirement.

M.4.2.1.4 To receive Objective Performance evaluation credit (see M.4.2.1.2 for application of evaluation credit), the Offeror's proposal must demonstrate to the Government that the proposed Objective Performance level is achievable at moderate, or lower risk. Proposed achievement of an Objective Performance level will be assessed as Moderate Risk where it is likely to result in achievement of the proposed Objective Performance level. Where the Objective performance level is evaluated as having risk higher than moderate risk for achieving proposed performance, no evaluation credit shall be given, nor shall such a proposal be considered a proposal strength, but it may form a basis for reduction of risk for meeting the Threshold performance of that requirement.

M.4.2.2 Substantiating Data.

M.4.2.2.1 Validated blast and ballistic test completed data, which establishes conformance to the offered performance levels, represents the most credible form of substantiating data. However, the greater the extent to which the Offerors proposed configuration meaningfully varies from their originally tested configuration, or testing conducted under different conditions at greater variance with those described in Annex A, then a greater probability exists that the Government may discount the validity of such test completed data as substantiating information.

**M.4.3 PRICE FACTOR**

Evaluation of Price. This Factor will consider the Total Evaluated Price to the Government as submitted by the Offeror in Attachment 006, MECV Survivability Pricing Spreadsheet. The Price Factor will assess the total evaluated price to the Government, to include a Procuring Contracting Officer assessment of the reasonableness of proposed prices. The Total Evaluated Price amount will be used in the tradeoff process of the evaluation.

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**Name of Offeror or Contractor:**

M.4.3.1 The assessment of Total Evaluated Price will consider the reasonableness and affordability (see M.4.1.1), of the proposed prices.

M.4.3.1.1 Reasonableness means that the proposed prices do not exceed that which would be incurred by a prudent person in the conduct of competitive business. This may be evaluated by various means, such as consistency between the price and the Offerors technical approach, historical data and experience available from Government sources, Independent Government Cost Estimate, comparison of the proposed prices, and information provided in the Offerors Price Volume.

M.4.3.2 The Total Evaluated Price will be the sum of the Offerors proposed prices for all items based upon the contract quantities. The Total Evaluated Price will be used in the trade-off evaluation. The Total Evaluated Price shall consist of:

(a) The "Total Evaluated Price" from Attachment 006, "MECV-S Pricing Worksheet".

and

(b) An imputed cost of transportation for Government Furnished Property (GFP), which the Government will compute in accordance with Section M.4.3.3.

The Total Evaluated Price shall be based upon the quantities in Attachment 006, and (except for transportation) shall be calculated per Attachment 006.

M.4.3.3 For the evaluation of transportation of GFP associated with this offer, we will use the lowest freight rates from the Transportation Officer that are:

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

UFC:            STCC 6001-AN                            UFC ITEM NO.:    3711950  
 NMFC:        STB NMF 100-AL                            NMFC ITEM NO:   190450

M.4.3.4 Unbalanced Pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to price, may be unacceptable for award.

M.4.4. SMALL BUSINESS PARTICIPATION FACTOR

M.4.4.1 The Government will evaluate the Offerors proposed extent of Small Business Participation in the performance of the contract for U.S. small businesses (SBs) and small disadvantaged businesses (SDBs). The Offerors extent of small business participation will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount to obtain a percentage. Therefore, if the Offeror is itself a U.S. small business concern under the North American Industry Classification System (NAICS) code applicable to this solicitation (to include U.S. small business concerns who are proposing as part of a joint venture), the Government will consider the Offerors own portion of the work to be performed as Small Business Participation for purposes of this evaluation.

M.4.4.2 The evaluation will consist of the following:

a. The extent to which the proposal identifies participation by U.S. small business concerns to achieve the Governments goals for SB and SDB expressed as a percentage of Total Contract Amount, shown below:

21% for SBs  
 5% for SDBs

b. An assessment of the probability that the Offeror will achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon a proposal risk assessment of the Offerors proposed Small Business Participation Factor Submittal.