

<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 89
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-12-R-0574	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2013JAN14	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-ASG-C 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 \_\_\_\_\_ SEE SOLICITATION \_\_\_\_\_ until 01:00pm (hour) local time 2013FEB28 (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> RACHEL HEANEY	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> RACHEL.HEANEY@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-9598	<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>18. Offer Date</b>
<b>Area Code</b>	<b>Number</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
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
SCD      PAS      NONE      ADP PT			

<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.**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0574 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 89
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1      52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2012

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<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 <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at C:\Users\Jill.P.Lanham\Documents\SharePoint Drafts\www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(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:

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=W56HZV12R0574](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12R0574)

(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 <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 [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.

(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.

**Name of Offeror or Contractor:**

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](mailto: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 <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)

A-4            52.214-4003            ALL OR NONE            MAR/1998  
 (TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0574	<b>Page</b> 4 <b>of</b> 89 <b>MOD/AMD</b>
<b>Name of Offeror or Contractor:</b>		

SILICON CARBIDE (SiC) GENERATOR CONTROLLER EXECUTIVE SUMMARY  
RFP: W56HZV-12-R-0574

SiC GENERATOR CONTROLLER OVERVIEW

The objective of the procurement is for the contractor to design and develop a ruggedized SiC generator controller that will enable high temperature operation of high voltage starter/generators for military vehicle applications, while meeting the performance requirements defined in the statement of work. This procurement includes a base effort and two separate options.

COST TARGET

The cost target for the base effort under this solicitation is \$2.5M (FY13 constant dollars). The base effort scope of work in Section C contains all of the capabilities desired at this cost target.

BASE EFFORT OVERVIEW

The base effort consists of the design, development, test, demonstration, and delivery of two functional copies of the SiC generator controllers, as well as providing optimization and use training at TARDEC. The Period of Performance for the Base contract will be 18 months after contract award.

OPTION 1 OVERVIEW

The first option (Option 1) is for the build, test, and delivery of up to four additional copies of the SiC Generator Controller. If Option 1 is exercised, the Period of Performance for the deliveries under Option 1 will be 14 months after award of the option quantity(s).

OPTION 2 OVERVIEW

The second option (Option 2) is for the delivery of a functioning Integrated Starter Generator Motor. If Option 2 is exercised, the Period of Performance for the delivery of the Integrated Starter Generator Motor under Option 2 will be 12 months after award of the option.

ACQUISITION STRATEGY

A full and open competition utilizing best value tradeoff procedures will be used for the award of a single contract. All proposal submission requirements are located in Section L. A firm fixed price base contract will be awarded for the base effort. All proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any proposed deviations from the terms and conditions of the solicitation shall be clearly identified and explicitly defined and may be cause for rejection of the proposal.

NOTICE REGARDING SUBCONTRACTING

Offerors who are Other than Small Business Concerns shall submit a Small Business Subcontracting Plan in accordance with the Section I clauses. The Small Business Subcontracting Plan must be a separate stand-alone file and be clearly labeled as the Small Business Subcontracting Plan.

PRE-PROPOSAL QUESTION SUBMISSION

The deadline for Government receipt of Pre-proposal offeror questions is 23 January 2013, 1:00 P.M. local time, Warren, MI.

All questions regarding this solicitation shall be submitted in writing to the Contract Specialist, Rachel Heaney, via email at rachel.r.heaney2.civ@mail.mil. All questions and correspondence related to this solicitation shall reference the solicitation number W56HZV-12-R-0574 in the e-mail subject line.

Since the solicitation and associated information are posted on the FEDBIZOPPS website, the Government will post amendments to the solicitation and answers to any industry-generated questions on that website. Offerors are responsible for periodically reviewing the aforementioned website for the most current information pertaining to this solicitation.

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																												
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																																																
0001	PROGRESS REPORTS																																																
0001AA	<p><u>BI-MONTHLY PROGRESS REPORTS</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      GENERIC NAME DESCRIPTION: PROGRESS REPORTS                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The Offeror shall provide the unit price for a single Bi-Monthly Progress report in the "Unit Price" field and provide thte total amount for the 9 each Bi-Monthly Progress Reports in the "Amount" field.</p> <p>Bi-Monthly Progress Reports shall be delivered in accordance with (IAW) Section C.5.1 and CDRL A001.</p> <p>The Bi-Monthly Progress reports shall be delivered for the 18 month duration of the contract beginning 60 days after contract award.</p> <p>Inspection and Acceptance of the Bi-Monthly Progress Reports will be IAW the requirements detailed in Section E.</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> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</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> </tr> <tr> <td>001</td> <td>1</td> <td></td> <td>0060</td> </tr> <tr> <td>002</td> <td>1</td> <td></td> <td>0120</td> </tr> <tr> <td>003</td> <td>1</td> <td></td> <td>0180</td> </tr> <tr> <td>004</td> <td>1</td> <td></td> <td>0240</td> </tr> <tr> <td>005</td> <td>1</td> <td></td> <td>0300</td> </tr> <tr> <td>006</td> <td>1</td> <td></td> <td>0360</td> </tr> <tr> <td>007</td> <td>1</td> <td></td> <td>0420</td> </tr> </table>	DOC	SUPPL			<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>	001		000000	3	<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>	001	1		0060	002	1		0120	003	1		0180	004	1		0240	005	1		0300	006	1		0360	007	1		0420	9	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008	1 0480				
009	1 0540				
	FOB POINT: Destination  SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS  Bi-Monthly Progress Reports shall be delivered to the e-mail address as stated in CDRL A001.  (End of narrative F001)				
0002	DIAGRAMS AND SCHEMATICS				
0002AA	<u>FUNCTIONAL DIAGRAMS &amp; SCHEMATICS</u>  CLIN CONTRACT TYPE: Firm-Fixed-Price GENERIC NAME DESCRIPTION: DIAGRAMS AND SCHEMATICS PRON: R322C113R3 PRON AMD: 01 AMS CD: 622705EM400  The Offeror shall provide the "Price" for the Functional Diagrams & Schematics in the "Amount" field.  Functional diagrams and schematics shall be delivered IAW Sections C.4.2, C.5.4, and CDRL A006.  Inspection and Acceptance of the functional diagrams and schematics will be IAW the requirements detailed in Section E.  The functional diagrams and schematics shall be delivered no later than 7 days prior to the Preliminary Design Review (53 days after award).  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC SUPPL	1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 000000 3</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD                      001 1 0053</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS</p> <p>The Functional Diagrams and Schematics shall be delivered to the e-mail address as stated in CDRL A006.</p> <p>(End of narrative F001)</p> <p><u>FINAL DIAGRAMS &amp; SCHEMATICS</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price</p> <p>GENERIC NAME DESCRIPTION: FINAL DIAGRAMS &amp; SCHEMATICS                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The Offeror shall provide the "Price" for the Final Diagrams &amp; Schematics in the "Amount" field.</p> <p>The contractor shall deliver final diagrams and schematics IAW section C.4.3, C.5.4, and CDRL A006.</p> <p>Inspection and Acceptance of the final diagrams and schematics will be in accordance with the requirements detailed in Section E.</p> <p>The final diagrams and schematics shall be delivered no later than 7 days prior to the Critical Design Review (113 days after award).</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> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 000000 3</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD                      001 1 0113</p>	1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination  SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS  The Final Diagrams and Schematics shall be delivered to the e-mail address as stated in CDRL A006.  (End of narrative F001)				
0003	PRO-E MODELS				
0003AA	<p><u>FINAL PRO-E MODELS OF EXTERIOR ENVELOPE</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      GENERIC NAME DESCRIPTION: PRO-E MODELS                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The Offeror shall provide the "Price" for the Final PRO-E Models of the Exterior Envelope in the "Amount" field.</p> <p>The contractor shall deliver the preliminary PRO-E Models of the exterior envelope and the revised PRO-E Models of the exterior envelope 7 days prior to the preliminary design review and critical design review, respectively, IAW Sections C.4.2, C.4.3, and C.5.5.</p> <p>The contractor shall deliver Final PRO-E Models of the Exterior Envelope IAW Sections C.2.5.4, C.5.5, and CDRL A006.</p> <p>The Final PRO-E Models of the Exterior Envelope shall be delivered no later than 16 months after contract award (480 days after award).</p> <p>Inspection and Acceptance of the Final PRO-E Models will be IAW the requirements detailed in Section E.</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>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-12-R-0574 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 000000 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0480  FOB POINT: Destination  SHIP TO: (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS  The PRO-E Models (Preliminary, Revised, and Final) shall be delivered to the e-mail address as stated in CDRL A006.  (End of narrative F001)				
0004	TEST PLAN/REPORT DELIVERABLES				
0004AA	<u>TEST PLAN</u>  CLIN CONTRACT TYPE: Firm-Fixed-Price GENERIC NAME DESCRIPTION: TEST PLAN/REPORT DELIVERABLES PRON: R322C113R3 PRON AMD: 01 AMS CD: 622705EM400  The Offeror shall provide the "Price" for the Test Plan in the "Amount" field.  The contractor shall deliver Test Plan IAW Sections C.3.2, C.5.12, and CDRL A008.  Inspection and Acceptance of the Test Plan will be IAW the requirements detailed in Section E.  The test plan shall be delivered no later than 60 days prior to the Test Readiness Review (180 days after award).  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD	1	EA	\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0005	(Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS  The test data report shall be delivered to the e-mail address as stated in CDRL A009.  (End of narrative F001)																													
0005AA	<p>GRAPHICAL USER INTERFACE</p> <p><u>GUI SOFTWARE &amp; DOCUMENTATION</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      GENERIC NAME DESCRIPTION: GRAPHICAL USER INTERFACE                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The Offeror shall provide the "Price" for the Graphical User Interface (GUI) Software and Documentation in the "Amount" field.</p> <p>The contractor shall deliver GUI software and documentation IAW Sections C.2.6.1, C.5.6, and CDRL A007.</p> <p>Inspection and Acceptance of the GUI software and documentation will be IAW the requirements detailed in Section E.</p> <p>The GUI software and documentation shall be delivered no later than 16 months (480 days) after contract award.</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>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR TP CD</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><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>0480</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p>	DOC	SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR TP CD	001		000000		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>			001	1	0480			1	EA	\$ _____	\$ _____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0005AB	<p>SHIP TO:                      (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS</p> <p>The GUI software and documentation shall be delivered to the physical address as stated in Sections C.5.9 and F.1.1.</p> <p>(End of narrative F001)</p> <p><u>GUI USER MANUAL</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      GENERIC NAME DESCRIPTION: GRAPHICAL USER INTERFACE                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The Offeror shall provide the "Price" for the Graphical User Interface (GUI) User Manual in the "Amount" field.</p> <p>The contractor shall deliver GUI User Manual IAW section C.2.6.3, C.5.7, and CDRL A007.</p> <p>Inspection and Acceptance of the GUI User Manual will be IAW the requirements detailed in Section E.</p> <p>The GUI User Manual shall be delivered no later than 16 months (480 days) after contract award.</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> <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> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td>000000</td> <td></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> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td></td> <td>0480</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS</p> <p>The GUI User Manual shall be delivered to the</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		000000			3	<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>			001	1		0480			1	EA	\$ _____	\$ _____
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0006	physical address as stated in Sections C.5.9 and F.1.1.  (End of narrative F001)																													
0006AA	<p>PERFORMANCE SPEC AND ICD</p> <p><u>PERFORMANCE SPEC &amp; INTERFACE CONTROL DOC</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price</p> <p>GENERIC NAME DESCRIPTION: PERFORMANCE SPEC AND ICD                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The Offeror shall provide the "Price" for the Performance Specification and Interface Control Document in the "Amount" field.</p> <p>The Performance Specification and Interface Control Document shall be delivered IAW Sections C.5.3 and CDRL A005.</p> <p>Inspection and Acceptance of the Performance Specification and Interface Control Document will be IAW the requirements detailed in Section E.</p> <p>The performance Specification and Interface Control Document shall be delivered no later than 16 months (480 days) after contract award.</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>1</td> <td></td> <td>0480</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS</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	1		0480		1	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
	The Performance Specification and Interface Control Document shall be delivered to the e-mail address as stated in CDRL A005.  (End of narrative F001)																													
0007	SIC GENERATOR CONTROLLER																													
0007AA	<p>SIC GENERATOR CONTROLLER UNIT</p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      GENERIC NAME DESCRIPTION: SIC GENERATOR CONTROLLER                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The Offeror shall provide the unit price for a single SiC Generator Controller Unit in the "Unit Price" field and provide the total amount for the 2 ea. SiC Generator Controller Units in the "Amount" field.</p> <p>The SiC Generator Controller Units shall be delivered IAW Sections C.5.2, C.5.9, and F.3.1.</p> <p>Inspection and Acceptance of the SiC Generator Controller Units will be IAW the requirements detailed in Section E.</p> <p>The 2 functioning SiC Generator Controller Units shall be delivered no later than 16 months (480 days) after contract award.</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><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>2</td> <td>0480</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS</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	0480			2	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	The SiC Generator Controller Units shall be delivered to the physical address stated in Sections C.5.9 and F.1.1.  (End of narrative F001)										
0008	INTEGRATION, TEST, AND TRAIN										
0008AA	<p><u>INTEGRATION &amp; TESTING AT TARDEC</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      GENERIC NAME DESCRIPTION: INTEGRATION, TEST, AND TRAIN                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The Offeror shall provide the "Price" for the Integration and Testing to be performed at TARDEC in the "Amount" field.</p> <p>The contractor shall provide all the supplies and services to accomplish the integration and testing at TARDEC IAW Section C.3.4.</p> <p>Integration and Testing at TARDEC shall be completed no later than 18 months (540 days) after contract award.</p> <p>Inspection and acceptance of the integration and testing will be IAW the requirements detailed in Section E.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0540</td> </tr> </tbody> </table> <p>\$</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0540	1	SV		\$ _____
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001	1	0540									
0008AB	<p><u>OPTIMIZATION &amp; USE TRAINING AT TARDEC</u></p> <p>CLIN CONTRACT TYPE:</p>	1	SV		\$ _____						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>Firm-Fixed-Price                      GENERIC NAME DESCRIPTION: TRAINING AT TARDEC                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The contractor shall provide all the Supplies and Services to accomplish the Optimization and Use Training at TARDEC IAW Section C.3.5 and CDRL A011.</p> <p>The Offeror shall provide the "Price" for the Generator Controller Optimization and Use Training to be conducted at TARDEC in the "Amount" field.</p> <p>Generator Controller Optimization and Use training shall be provided at TARDEC no later than 18 months (540 days) after contract award.</p> <p>Inspection and acceptance of successful completion of the Optimization and Use Training will be IAW the requirements detailed Section E.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0540</td> </tr> </tbody> </table> <p>\$</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0540				
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001	1	0540									
0008AC	<p><u>TEST DATA REPORT - TARDEC TESTING</u></p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      GENERIC NAME DESCRIPTION: TARDEC TESTING REPORT                      PRON: R322C113R3 PRON AMD: 01                      AMS CD: 622705EM400</p> <p>The Offeror shall provide the "Price" for the Test Data Report in the "Amount" field.</p> <p>The contractor shall deliver the Test Data Report for the integration and testing performed at TARDEC IAW Sections C.3.4, C.5.13, and CDRL A009.</p> <p>Inspection and Acceptance of the Test Data Report will be IAW the requirements detailed in Section E.</p> <p>The Test Data Report shall be delivered no later than 16 months (480 days) after contract award.</p> <p>(End of narrative B001)</p>	1	EA	\$ _____	\$ _____						





Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
0012	DD882 - REPORT OF INVENTIONS				
0012AA	DD FORM 882 REPORT OF INVENTIONS			\$ ** NSP **	\$ ** NSP **
	The contractor shall submit a Report of Inventions and subcontracts, DD Form 882, in accordance with Section I DFARS clause 252.227-7038. A copy of the form can be obtained at <a href="http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf">http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf</a>				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
0013	UNEXERCISED OPTION 1 FSCM: N/A PART NR: N/A				
0013AA	<u>OPTION 1 - SIC GENERATOR CONTROLLER UNIT</u>	4	EA	\$ _____	\$ _____
	GENERIC NAME DESCRIPTION: UNEXERCISED OPTION 1				
	This CLIN is in accordance with Sections C.6.1, C.6.1.1, C.6.1.2, C.6.1.3, and H.1.1.				
	If exercised in accordance with Special Provision H.1.1 of the contract, the contractor shall supply all of the supplies and services to deliver the option quantity(s).				
	OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001).				
	The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the				



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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>If exercised, inspection and acceptance of the integrated starter generator motor will be IAW the requirements detailed in Section E.</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>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 1 UNDEFINITIZED</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SEE BELOW FOR SHIPPING INSTRUCTIONS</p> <p>If exercised, the Integrated Starter Generator Motor shall be delivered to the physical address stated in Sections C.5.9 and F.1.1.</p> <p>(End of narrative F001)</p>				

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within SEVEN (7) days after contract award. 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 THREE (3) days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	DEC/2012
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

Silicon Carbide Generator Controllers

## C.1 OBJECTIVES:

C.1.1 The objective of this statement of work is for the contractor to design, develop and deliver two ruggedized Silicon Carbide (SiC) generator controllers that enable high temperature operation of high voltage starter/generators for vehicle applications.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0574	<b>MOD/AMD</b>	<b>Page 23 of 89</b>
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C.1.2 The contractor, acting as an independent contractor and not an agent of the government, shall provide the necessary personnel, facilities, materials and services to complete the effort described herein.

C.2 SCOPE OF WORK:

C.2.1 Specifications: Unless specifically attached hereto, all MIL-STDs referenced herein may be downloaded from <https://assist.daps.dla.mil/quicksearch/>. The Sic generator controller shall meet the following specifications:

C.2.1.2 The generator controller shall output 600 volts direct current (VDC) in accordance with MIL-PRF-GCS600A Characteristics of 600 Volt DC Electrical Systems for Military Ground Vehicles (Attachment 0002).

C.2.1.3 The generator controller shall meet its operational performance requirements described in this statement of work during and after being subjected to the following emission and susceptibility requirements of MIL-STD-461F:

- a. Conducted Emissions, Power Leads, 10 kHz to 10 MHz (CE102),
- b. Conducted Susceptibility, Power Leads, 30 Hz to 150 kHz (CS101),
- c. Conducted Susceptibility, Bulk Cable Injection, 10 kHz to 200 MHz (CS114),
- d. Conducted Susceptibility, Bulk Cable Injection, Impulse Excitation (CS115),
- e. Conducted Susceptibility, Damped Sinusoidal Transients, Cables and Power Leads, 10 kHz to 100 MHz (CS116),
- f. Radiated Emissions, Electric Field, 10 kHz to 18 GHz (RE102),
- g. Radiated Susceptibility, Electric Field, 2 MHz to 40 GHz (RS103).

C.2.1.4 The generator controller shall meet its operational performance requirements described in this statement of work immediately after being subjected to the Radiated Susceptibility, Transient Electromagnetic Field (RS105) requirement of MIL-STD-461F.

C.2.1.5 The generator controller shall meet its operational performance requirements described in this statement of work when exposed to the radio frequency electromagnetic environment (RF EME) described in paragraph 5.3 of MIL-STD-464C, Table 4.

C.2.1.6 The generator controller shall meet MIL-STD-810G environmental requirements necessary for integration onto combat and tactical vehicles.

C.2.2 Performance Requirements: The Sic generator controller shall meet the following performance requirements:

C.2.2.1 Electric Machine Compatibility

C.2.2.1.1 The generator controller shall be compatible with a 3 phase permanent magnet (PM) machine with and without a position feedback device in both motoring and generating modes.

C.2.2.1.2 The generator controller shall have inputs and function with all of the following position feedback devices: Resolver, Encoder, Hall Effect sensor.

C.2.2.2 Power and Torque

C.2.2.2.1 The generator controller shall provide 175 kilowatts (kW) of continuous power output on the 600 volts direct current (VDC) side.

C.2.2.2.2 The generator controller shall operate an electric machine in torque mode and speed mode to allow for vehicle engine starting and burst acceleration.

C.2.2.2.3 The generator controller shall motor the generator to perform the engine cranking function pursuant to the following:

- a. Minimum torque capability shall be 700 Newton-meter (N-m) steady-state.
- b. Minimum peak (transient) torque capability shall be at least 1500 N-m, 600 Amps Root-Mean-Square (RMS) output, with an objective of 1200 Amps RMS output.
- c. Minimum sustained cranking speed shall be 300 revolutions per minute (RPM), with a capability of at least 300 Amps RMS output, with an objective of 600 Amps RMS output.

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- d. Minimum sustained cranking time (single event) shall be 30 seconds.
- e. Coolant flow shall be zero during cranking event.
- f. Bulk coolant maximum temperature before cranking event shall be 105 Celsius (C).

C.2.2.2.4 The generator controller shall have an output direct current (DC) link capacitance no less than 100 micro-Farads (uF) for DC bus stability. The generator controller shall minimize the effects of source harmonics from the effects of dead time, unbalance of alternating current (AC) input, and torque ripple. The generator controller shall absorb up to three percent harmonics Root Mean Square (RMS) values relative to the DC magnitude in current from the other DC bus loads.

C.2.2.2.5 The generator controller shall provide 175 kW of continuous power output to the motor.

**C.2.2.3 Environmental**

C.2.2.3.1 The generator controller shall not suffer performance degradation or damage following exposure to water jet spraying when the jet spray is applied perpendicular to the surface being cleaned at a distance of not less than 1 foot (ft) [0.3 meter (m)] from the surface and a cleaning rate of 1 ft squared/minutes [930 centimeters (cm squared)/minutes)]. The water jet shall be derived from a nozzle having a maximum orifice diameter of 0.25 inch (64 cm) and a maximum nozzle pressure of 25 pounds per square inch (psi) (172 kilopascal(kPa)).

C.2.2.3.2 The generator controller shall operate without performance degradation during basic shock conditions. Basic shock conditions consist of imposing shock half sine impulses of 40 g (1 g =acceleration due to earths gravity) with an effective duration of 11 millisecond (ms) at the interface between the subsystem and the location of the vehicle where it is mounted. This includes mounting brackets, weld joints, shock isolators, or any other mounting device as applicable. Verification shall be done by exposing the device to three shock impulses in each direction of three mutually perpendicular axes (total of 18 shock pulses) and verifying there is no damage.

C.2.2.3.3 The generator controller shall withstand minimum static equivalent loads of 10g vertical, 6g fore and aft, and 6g in the lateral direction for 48 hours.

C.2.2.3.4 The generator controller shall operate with no physical damage that affects the performance or functionality at the conditions described in this statement of work.

C.2.2.3.5 The generator controller shall operate without performance degradation during and after exposure to relative humidity up to 100%.

C.2.2.3.6 The generator controller shall be hardened with nuclear event detection circuitry.

C.2.2.3.7 The generator controller shall meet its full performance requirements without performance or physical degradation while operating to a minimum ambient air temperature of -60 degrees F (-51 degrees C).

C.2.2.3.8 The generator controller shall comply with the performance requirements defined in ATPD-2404 section 5 (Attachment 0003).

**C.2.2.4 Safety**

C.2.2.4.1 The generator controller shall have protection from short circuit conditions at the high voltage outputs as follows: Each high voltage output power connector on the generator controller shall accommodate a High Voltage Interlock Loop interface that detects if a high voltage connector to the load is disconnected (open circuit condition). The generator controller shall output 600 VDC only if the high voltage interlock is closed on the corresponding output. This high voltage interlock shall have the capability to be overridden via controller area network (CAN) through a safety override type command.

C.2.2.4.2 The generator controller shall sense a connection between its power circuitry and the chassis and notify the vehicle (broadcast) via CAN if a Ground Fault is detected at the controller 600 VDC output. The ground-fault interrupter (GFI) hardware shall sense if there is a Ground Fault current of 3 milliamp (mA) from +300 VDC to chassis and from -300 VDC to chassis.

C.2.2.4.3 The generator controllers high voltage (HV) power (600 VDC) and return shall be electrically isolated from the generator controllers primary power (28 VDC) returns by a resistance of 100 Megaohms or greater.

C.2.2.4.4 The generator controllers HV power (600 VDC) and return shall be electrically isolated from the equipment chassis by a resistance of 100 Megaohms or greater when not connected to the Ground Fault Detector circuitry.

C.2.2.4.5 The generator controller shall be designed and manufactured to comply with High Voltage Corona (HVC) pursuant to the requirements defined in MIL-HDBK-454, Guideline 45 for altitudes up to 15,000 ft (4,572 m).

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C.2.2.4.6 The generator controller shall have a green light emitting diode (LED) indicator by the HV connector signifying if 600VDC is being outputted through the connection. The LED shall turn red if the safety interlock is open. The LED shall turn blue if the HV safety interlock has been overridden and the connection is outputting 600VDC.

C.2.2.4.7 The generator controller shall incorporate arc flash mitigation to limit incident energy as follows pursuant to the IEEE-1584 Arc Flash Standard:

- a. Bolted Fault current shall not exceed 15 kiloamps (kA)
- b. Clearing Time shall be less than or equal to .01 seconds
- c. Working Distance less than or equal to 18 inches
- d. System Voltage (Vs) equal to 623 VDC
- e. Arc Boundary distance shall be less than 10.4 cm

C.2.3 Control Interface

C.2.3.1 The generator controller shall be controllable via J1939 CAN protocol. The generator controller shall provide no network termination.

C.2.3.2 The generator controller shall make available on the CAN network all monitored data; this includes phase voltages, DC bus voltage, currents, temperatures, fault status, feedback [bus voltage, current quadrature (Iq) component, and current direct (Id) component {higher update rate}], speed, available temperatures] and all other data that the controller monitors.

C.2.3.3 The generator controller shall make available on the CAN network the following functions: Enable/disable, Torque command, speed command, voltage command, mode selection (torque, speed, voltage).

C.2.3.4 The generator controller shall be configurable via reprogramming through the CAN network interface.

C.2.3.5 The generator controller CAN messages shall use the messaging format in the CAN message interface control document (ICD) template (Attachment 001).

C.2.3.6 The generator controller shall monitor and report status of the high voltage interlocks via CAN.

C.2.3.7 The generator controller shall record faults and report them over the CAN network for system diagnosis.

C.2.3.8 The generator controller software shall alert via CAN when regulation pursuant to MIL-PRF-GCS600A (Attachment 002) is not possible due to generator and generator controller limitations (Attachment 002).

C.2.3.9 The following generator controller options shall be programmable via CAN and through an additionally provided serial port:

- a. Induction PM machine
- b. Surface-mount PM machine
- c. Number of pole pairs
- d. Resolver, encoder, hall feedback
- e. Resolver configuration (excitation frequency, number of resolver poles, alignment)
- f. Encoder configuration (number of lines, alignment (index))
- g. Hall configuration (alignment)
- h. Tuning parameters (Proportional Integral Derivative gains for current/speed/voltage loops)
- i. Calibration (offset and gain on current/voltage sensors)
- j. Limits (current, voltage, slew rates, temperature, speed)
- k. Switching frequency

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l. Dead time

m. Temperature foldback and shutdown current settingsn. Digital to analog (D/A) output settings real-time update rate (e.g. Id, Iq, Volts Direct Current (Vdc), Phase Currents (Ia, Ib, Ic) Voltage quadrature (Vq) component, Voltage direct (Vd) component, position, speed)

o. Field weakening parameters (e.g. Iq and Id profiles with respect to torque and speed)

p. Save serial configuration options to non-volatile memory

q. Calibration for operation without a position sensor.

r. Calibration for operation with a position sensor.

s. Save and restore all parameters to disk (on the programming computer)

C.2.3.10 The generator controller shall be programmable by Government personnel to allow for integration with PM machines of varying designs as described in paragraph C.2.2.1.1.

C.2.3.11 The generator controller shall utilize a 28VDC input for low voltage control power. The 28 VDC bus shall be compatible with MIL-STD-1275D.

C.2.3.12 The generator controller application software shall provide access to:

a. Input / Output (I/O) signals

b. Status

c. Drive faults

d. Torque (current)

e. Feedback signals (rotor position and rotor speed, current, bus voltage, and power delivered to the HV DC Link (HV Bus).)

C.2.3.13 The generator controller shall be capable of operating in parallel with another identical controller to provide double wound machine control capability, and increased single wound machine power capability.

C.2.3.14 The generator controller shall cease bus regulation and cease energizing the bus upon external command via messaging from the CAN bus.

C.2.3.15 The generator controller firmware and embedded operating system software shall be upgradable via the serial port described in section C.2.3.9. The contractor shall also deliver the final version of firmware required for operation of the generator controller in accordance with CDRL A010.

#### C.2.4 Cooling

C.2.4.1 The generator controller shall operate at full power with 105 degrees Celsius (\'b0C) input coolant and a 125\'b0 C ambient temperature, with an objective of 125 degrees Celsius input coolant and 150 degrees Celsius ambient temperature. The flow rate shall not exceed 6 liters/minute.

C.2.4.2 The generator controller components shall be designed to withstand a non-operational peak soak back temperature of 125\'b0C, with an objective of 150 degrees Celsius.

C.2.4.3 The generator controller shall be compatible with an Ethylene Glycol Water (EGW) 50/50 mixture.

C.2.4.4 The generator controller shall monitor critical cooling performance data, including at a minimum, inlet and outlet coolant temperatures, and critical heat rejection component temperatures (e.g. power conversion devices). Examples of Critical components include the components that will be first to suffer failure due to excessive heat rejection while under load conditions.

#### C.2.5 Space Claim

C.2.5.1 The generator controller shall have a power density (power/volume) of at least 20 kW/liter with an objective of 35 kW/liter. The power used to compute the power density and specific power shall be the continuous electrical power of the generator controller. Continuous operation is defined as operation for 180 minutes at constant output power and stabilized conditions with coolant inlet

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temperatures of greater than or equal to 105 degrees C inlet and a 125\ 'b0 C ambient temperature, while operating from 600V dc bus. The volume and weight used for the power density and specific power (power/weight) calculation is calculated with a rectangular box that includes the total generator controller enclosure and all components that are mechanically and permanently attached, including all generator controller hardware such as the power stage, gate drive/power supply, inductors, sensors, filters, and interfaces.

C.2.5.2 The generator controller shall have a specific power (power/weight) of at least 10kW/kg and an objective of 25 kW/kg.

C.2.5.3 The generator controller shall use SiC modules for the primary switching components inside the controller.

C.2.5.4 The generator controller shall be designed to be mounted in any physical orientation and operate without degradation. The generator controller shall not exceed any of the following dimensions stated in millimeters (mm) (including connectors) 385mm (L) x 130 mm (H) x 280mm (D). The contractor shall deliver PRO-E Models of the exterior envelope of the generator controller IAW C.5.5.

C.2.5.5 The generator controller signal connectors shall be of an existing current military standard (e.g. MIL-DTL-38999L w/AMENDMENT 2, series III).

C.2.5.6 The generator controller shall have three (3) 600VDC output circuits with the following current ratings: (i) 300 amps, (ii) 75 amps, and (iii) 75 amps. The 600VDC circuits shall utilize solid state SiC switches that are configured electrically as normally off (the device will not pass current without a gate signal). The circuits shall have a user adjustable current setting that allows for adjustments from 20% to 100% of its maximum current rating. The circuits shall have the ability to be disabled via a message from the CAN bus.

C.2.6 Graphical User Interface (GUI)

C.2.6.1 The contractor shall develop a GUI for the SiC generator controllers that functions with both CAN and serial communication interfaces, and that provides data acquisition capability for testing.

C.2.6.2 The GUI shall allow for the tuning of the generator system parameters in real-time, including hardware controlled and monitored current and voltage limits, control(s) system gain parameters, bus voltage control gains and limits, and any other parameters essential for HV Power production and HV Bus voltage regulation. The GUI shall have data logging and debugging functionality. The GUI shall allow user modification of CAN data frames, packing, bit rate, and all other configurable parameters without modifying source code.

C.2.6.3 The contractor shall develop and deliver a user manual for the GUI within 16 months of contract award to the COR in accordance with CDRL A007. The contractor shall also deliver the final version of firmware required for operation of the generator controller in accordance with CDRL A010.

C.3 Integration, Testing, and Training

C.3.1 The contractor shall develop a test plan that when performed demonstrates that the SiC generator controller systems meets the requirements described in this statement of work. The plan shall include demonstration of the generator controller compliance with all performance specifications listed in this statement of work.

C.3.2 The contractor shall submit the test plan in accordance with CDRL A008 and Attachment 0005 to the COR a minimum of 60 days before the Test Readiness Review (TRR) described in paragraph C.4.4. The COR will comment or concur within 15 days after receipt. The contractor shall submit any requested revisions to the test plan within 15 days after receipt of COR comments.

C.3.3 After receipt of COR concurrence of the test plan in paragraph C.3.2, the contractor shall integrate and test all deliverable SiC generator controllers at the contractor facility, in accordance with the approved test plan to demonstrate the operation of the generator controller with a generator. The COR shall be notified a minimum of 30 days prior to test, to allow the COR an opportunity to witness the testing. All test data shall be delivered to the COR in accordance with CDRL A009. After COR concurrence of successful demonstration of each of the SiC generator controller (at the contractor facility), the contractor shall schedule delivery as described in section C.5.2 no later than 16 months after award in accordance with F.3.1.

C.3.4 After COR concurrence of successful demonstration of the SiC generator controller (at the contractor facility), the contractor shall integrate one of the SiC generator controllers into the TARDEC Systems Integration Lab (SIL) and test the system in accordance with the approved test plan to demonstrate the operation of the generator controller with a generator. The ISG in the TARDEC lab will be a Magnet Motors model G40-1A, or equivalent. All test data shall be delivered to the COR in accordance with CDRL A009.

C.3.5 The contractor shall provide one day of training for up to 15 TARDEC personnel at TARDEC on the use and optimization of the generator motor operation; training shall include the use and optimization of the following components: the SiC generator controller, SiC generator controller GUI, and the software/parameter modifications made to the SiC generator controller. The contractor shall coordinate the specific dates for the integration, testing, and training with COR no less than ten (10) days in advance. The contractor shall deliver a Training Plan IAW CDRL A011 no later than 17 months after award. The COR will review and approve or comment on the training plan within 15 days of receipt. The contractor shall revise and resubmit within 15 days of receipt of COR comments.

**Name of Offeror or Contractor:**C.4 Meetings

C.4.1 Start of Work Meeting: The contractor shall plan and conduct a one (1) day start of work meeting at a mutually agreed upon location, which shall be the contractors facility, or teleconference within seven days after contract award. The date and time of the start of work meeting shall be mutually agreed to between the COR and contractor. The contractor shall coordinate this meeting with the COR and at a minimum invite the COR, the Contract Specialist shown on page one of the contract and the Administrative Contracting Officer shown in Section G of the contract. In accordance with CDRL A003, the contractor shall deliver an agenda, presentation materials and a program plan to the COR prior to the scheduled meeting. The program plan schedule shall include the individual tasks, deliverables, major events, and critical milestones. The contractor shall obtain COR approval of the program plan prior to continuing the effort; the COR will concur or comment within 14 days after the Start of Work meeting. The contractor shall provide minutes from the Start of Work meeting to the COR no later seven (7) calendar days after said meeting in accordance with CDRL A004.

C.4.2 Preliminary Design Review (PDR): The contractor shall plan and conduct a PDR at a mutually agreed upon location, which shall be the contractors facility or teleconference no later than two (2) months after contract award. The date and time shall be mutually agreed to between the COR and contractor. In accordance with CDRL A003, the contractor shall deliver an agenda and presentation materials, including the design for the SiC generator controller, and an updated program plan to the COR no later than one week prior to the scheduled meeting. The contractor shall also deliver the functional diagrams and schematics, and PRO-E Models of the exterior envelope IAW CDRL A006 as described in C.5.4 and C.5.5 no later seven (7) days prior to the PDR. The contractor shall obtain COR approval of the design and updated program plan prior to proceeding with the effort. The COR will concur or comment within fourteen (14) business days after the design review. The contractor shall provide minutes from the PDR to the COR no later seven (7) calendar days after said meeting in accordance with CDRL A004.

C.4.3 Critical Design Review (CDR): The contractor shall plan and conduct a CDR at a mutually agreed upon location, which shall be the contractors facility or teleconference no later than four (4) months after contract award. The date and time shall be mutually agreed to between the COR and contractor. In accordance with CDRL A003, the contractor shall deliver an agenda and presentation materials, including the updated design for the SiC generator controller, and an updated program plan to the COR no later than one week prior to the scheduled meeting. The contractor shall also deliver the functional diagrams and schematics, and PRO-E Models of the exterior envelope IAW CDRL A006 as described in C.5.4 and C.5.5 no later than seven (7) days prior to the CDR. The contractor shall obtain COR approval of the updated design and program plan prior to proceeding with the effort. The COR will concur or comment within fourteen (14) business days after the design review. The contractor shall provide minutes from the CDR to the COR no later seven (7) calendar days after said meeting in accordance with CDRL A004.

C.4.4 Test Readiness Review (TRR): The contractor shall plan and conduct a TRR at a mutually agreed upon location, which shall be the contractors facility or teleconference. The contractor shall schedule and coordinate the TRR no later than nine (9) months after contract award. The date and time shall be mutually agreed to between the COR and contractor. In accordance with CDRL A003, the contractor shall deliver an agenda and presentation materials to the COR no later than one week prior to the scheduled meeting. The contractor shall obtain COR approval of the testing plan prior to proceeding with the effort. The COR will concur or comment within fourteen (14) business days after the TRR. The contractor shall provide minutes from the TRR to the COR no later seven (7) calendar days after said meeting in accordance with CDRL A004.

C.5 Deliverables

C.5.1 The contractor shall submit bi-monthly (every two months) progress reports for the duration of this contract, in accordance with CDRL A001. The first report shall be due 60 days after contract award.

C.5.2 The Contractor shall deliver two (2) functioning SiC generator controllers that meet the requirements specified above. The two controllers shall be delivered in accordance with Section F.3.1 of the contract. The contractor shall also deliver the final version of firmware required for operation of the generator controller in accordance with CDRL A010.

C.5.3 The Contractor shall develop and deliver a non-proprietary, public releasable Performance Specification and Interface Control Document (ICD) that will allow for competitive future procurement and integration into an electrical power system. The contractor shall deliver the Performance Specification and ICD to the COR in accordance with CDRL A005 within 16 months of contract award..

C.5.4 The Contractor shall deliver functional diagrams and schematics in accordance with CDRL A006 to describe the operation of the controller for the SiC generator hardware and software developed and delivered under this contract. The contractor shall deliver the diagrams and schematics to the COR a minimum of seven (7) days prior to the Preliminary Design Review (PDR). The contractor shall provide all updates and revisions to the software diagrams and schematics to the COR a minimum of seven (7) days prior to the Critical Design Review (CDR).

C.5.5 The Contractor shall deliver the electronic version of the PRO-E models of the exterior envelope, with connections and mounting points, for the generator controller to the COR IAW CDRL A006 a minimum of seven (7) days prior to the Preliminary Design Review. The contractor shall provide all updates and revisions to the PRO-E models of the exterior envelope to the COR a minimum of seven (7) days prior to the Critical Design Review (CDR). The contractor shall provide all final updates and revisions to the PRO-E models 16 months after contract award in accordance with CDRL A006.

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C.5.6 The Contractor shall deliver the GUI and documentation to the COR in accordance with CDRL A007 within 16 months of contract award. The contractor shall also deliver the final version of firmware required for operation of the generator controller in accordance with CDRL A010.

C.5.7 The contractor shall deliver a user manual for the GUI in accordance with CDRL A007 within 16 months of contract award. The contractor shall also deliver the final version of firmware required for operation of the generator controller in accordance with CDRL A010.

C.5.8 The contractor shall deliver a Draft and Final Report in accordance with CDRL A002. This report shall include all data collected during tests and the test results, final designs, source code developed under this effort, recommendations for future improvements, and lessons learned.

C.5.9 The contractor shall deliver the SiC generator controllers and the GUI to the following address:

U.S. Army Tank-automotive and Armaments Command  
ATTN: RDTA-RS, MS121, Joseph Heuvers  
6501 E. 11 Mile Rd.  
Warren, Michigan 48397-5000

C.5.10 The contractor shall deliver conference agendas (meeting agendas) in accordance with CDRL A003.

C.5.11 The contractor shall deliver conference minutes (meeting minutes) in accordance with CDRL A004.

C.5.12 The contractor shall deliver a test plan in accordance with CDRL A008.

C.5.13 The contractor shall deliver test data/report in accordance with CDRL A009.

C.5.14 The contractor shall deliver a training plan in accordance with CDRL A011.

**C.6 Options****C.6.1 Option 1 Additional SiC generator controllers:**

C.6.1.1 If exercised in accordance with H.1.1, the Contractor shall build up to four (4) functioning SiC generator controllers that meet the requirements specified in the base statement of work (C.2 through C.2.6.3).

C.6.1.2 The contractor shall test each of the SiC generator controller(s) at its facility in accordance with the approved test plan developed and approved by the COR in paragraphs C.3.2. The contractor shall deliver all test data to the COR in accordance with CDRL A009. After COR concurrence of successful demonstration of the SiC generator controller(s) (at the contractor facility), the contractor shall deliver the functioning SiC generator controller(s) in accordance with Section F.3.2.1.1 of the contract.

C.6.1.3 The contractor shall deliver Bi-Monthly (every two months) Progress reports for the duration of the SiC Generator Controller option effort, in accordance with CDRL A001. The first report shall be due 60 days after exercise of the option effort.

**C.6.2 Option 2 Integrated Started Generator Motor:**

If exercised in accordance with H.1.2, the contractor shall deliver an integrated starter generator (ISG) motor in accordance with Section F.3.2.3 of the contract for demonstration of the generator controller. The ISG shall be Magnet Motors model G40-1A, or equivalent (same size and technical capabilities).

\*\*\* 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]

## D.1 PACKAGING &amp; PACKING

D.1.1 The contractor shall package and pack all items deliverable under this contract in accordance with standard commercial practice to ensure arrival at destination without damage or loss.

## D.2 MARKING

D.2.1 Technical Data Marking: The contractor shall ensure that all technical data, deliverable under this contract, is identified by (1) CONTRACT NUMBER; (2) CONTRACTOR NAME AND ADDRESS; and, where applicable (3) THE NAME AND ADDRESS OF THE SUBCONTRACTOR WHO GENERATED THE DATA.

D.2.2 Materials and Hardware Marking: The contractor shall mark or tag all materials and hardware required to be delivered (if any) under this contract with the following information:

1. TACOM CONTRACT NUMBER
2. CONTRACTOR'S NAME
3. CONTRACTOR'S ADDRESS
4. A DESCRIPTION OF MATERIAL/HARDWARE:

\*\*\* END OF NARRATIVE D0001 \*\*\*

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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	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

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 &amp; ACCEPTANCE POINT

E.1.1 Inspection and acceptance of all deliverables under this contract shall be made at DESTINATION by the Contracting Officer or his duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR), to assure the work and the results thereof are in accordance with the terms of the contract.

## E.2 INSPECTION &amp; ACCEPTANCE

E.2.1 Bi-Monthly Progress Reports Acceptance Criteria (CLIN 0001).

E.2.1.1 The Bi-Monthly Progress Reports will be inspected by the COR for compliance with requirements of CDRL A001. Any revisions required by the COR to meet compliance with the CDRL requirements shall be made by the contractor at no additional cost to the Government prior to COR acceptance of the Bi-Monthly Report.

E.2.2 Diagrams, Schematics, and PRO-E Models Acceptance Criteria (CLINS 0002 & 0003)

E.2.1.1 The diagrams, schematics, and PRO-E Models (Functional, Revision, and Finals) will be inspected by the COR for compliance with requirements of CDRL A006 and the requirements of C.2.5.4, C.4.2, C.4.3, C.5.4, and C.5.5. Any revisions required by the COR to meet compliance with the CDRL requirements or the Section C requirements shall be made by the contractor at no additional cost to the Government prior to COR acceptance of the diagrams, schematics, and PRO-E Models.

E.2.2 Test Plan and Test Data Report Acceptance Criteria (CLIN 0004)

E.2.2.1 A deficiency is defined as a condition that lacks an essential quality or element of Section C.

E.2.2.2 A failure is defined as the condition of not achieving the desired end or requirement, i.e. an event or state, in which a system or a component does not perform as specified.

E.2.2.3 The test plan will be inspected and accepted by the COR for compliance with CDRL A008 and the test method criteria set forth in Attachment 0005. Any revisions required by the COR in accordance with Section C.3.2 shall be made by the contractor at no additional cost to the Government prior to COR acceptance of the test plan and prior to the execution the test plan.

E.2.2.4 The test data report will be inspected by the COR for compliance with the approved test plan using the test method criteria set forth in Attachment 0005, and the requirements of CDRL A009. The contractor shall be responsible for correcting any deficiencies or failures of the silicon carbide generator controller units found during testing at no additional cost to the Government. Deficiencies and failures of the SiC Generator controller units shall be corrected and units retested for compliance prior to COR concurrence of demonstration success as stated in Section C.3.3 and COR acceptance of the test data report.

E.2.3 Graphical User Interface (GUI) Acceptance Criteria (CLIN 0005)

E.2.3.1 GUI software and documentation will inspected by the COR for compliance with the requirements set forth in Section C.2.6 and CDRL A007. Any revisions required by the COR to meet compliance with the CDRL requirements and Section C.2.6 shall be made by the contractor at no additional cost to the Government prior to COR acceptance of the GUI software and documentation.

E.2.3.2 The GUI user manual will be inspected by the COR for compliance with the requirements set forth in Section C.2.6.3 and CDRL A007. Any revisions required by the COR to meet compliance with the CDRL requirements and Section C.2.6 shall be made by the contractor at no additional cost to the Government prior to COR acceptance of the GUI user manual.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0574 <b>MOD/AMD</b>	<b>Page 32 of 89</b>
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E.2.4 Performance Specification and Interface Control Document Acceptance Criteria (CLIN 0006)

E.2.4.1 The Performance Specification and Interface Control Document will be inspected by the COR for compliance with the requirements set forth in Section C.5.3 and CDRL A005. Any revisions required by the COR to meet compliance with the CDRL requirements and Section C.5.3 shall be made by the contractor at no additional cost to the Government prior to COR acceptance of the Performance Specification and Interface Control Document.

E.2.5 SiC Generator Controller Unit Acceptance Criteria (CLIN 0007)

E.2.5.1 The SiC Generator Controller Units will be visually inspected by the COR to ensure no damage in transit.

E.2.6 Integration, Testing, and Training at TARDEC Acceptance Criteria (CLIN 0008)

E.2.6.1 Integration and Testing at TARDEC will be inspected by the COR for compliance with the approved test plan, CDRL A008, and the test method criteria set forth in Attachment 0005. COR acceptance of the Test Data Report IAW with the acceptance criteria in E.2.7.2 below will signify successful integration and testing completion.

E.2.6.2 The test data report will be inspected by the COR for compliance with the approved test plan using the test method criteria set forth in Attachment 0005, and the requirements of CDRL A009. The contractor shall be responsible for correcting any deficiencies or failures of the silicon carbide generator controller units found during integration and testing at TARDEC at no additional cost to the Government. Deficiencies and failures of the SiC Generator controller units shall be corrected and units retested for compliance before COR acceptance of the test data report.

E.2.6.3 Optimization and Use Training at TARDEC will be considered successful upon completion of the training covering all training items as described in Section C.3.5 and in the COR approved Training Plan IAW CDRL A011. The COR will certify completion of the training via email to the contractor.

E.2.7 Final Technical Report Acceptance Criteria (CLIN 0009)

E.2.7.1 The Final Technical Report will be inspected by the COR for compliance with the requirements set forth in Section C.5.8 and CDRL A002. Any revisions required by the COR to meet compliance with the CDRL requirements and Section C.5.8 shall be made by the contractor at no additional cost to the Government and prior to COR acceptance of the Final Technical Report.

E.2.8 Option 1 SiC Generator Controller Units Acceptance Criteria (CLIN 0014)

E.2.8.1 If exercised, the test data report required under C.6.1.2 will be inspected by the COR for compliance with the approved test plan using the test method criteria set forth in Attachment 0005, and the requirements of CDRL A009. The contractor shall be responsible for correcting any deficiencies or failures of the SiC Generator Controller units found during testing no additional cost to the Government. Deficiencies and failures of the SiC Generator controller units shall be corrected and units retested for compliance before COR acceptance of the test data report. COR acceptance of the test data report shall signify successful demonstration of the units.

E.2.8.2 If exercised, the SiC Generator Controller Units will be visually inspected by the COR to ensure no damage in transit.

E.2.9 Option 2 - Integrated Starter Generator Motor Acceptance Criteria (CLIN 0015)

E.2.9.1 If exercised, the integrated starter generator motor will be inspected by the COR for functionality and compliance with Section C.6.2.

\*\*\* 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	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	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](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.

"Governments unit acquisition cost" means

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

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

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

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

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

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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.

(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

0007AA SILICON CARBIDE GENERATOR CONTROLLER - BASE EFFORT QUANTITIES

0013AA SILICON CARBIDE GENERATOR CONTROLLER - OPTION 1 QUANTITIES

0014AA INTEGRATED STARTER GENERATOR MOTOR - OPTION 2

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number NONE.

(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

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Data Identifier and Application Identifier Standard.

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

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

(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.

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- (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.1 DELIVERY POINT (TACOM)

All deliveries shall be made in accordance with the Contract, the Contract Data Requirements List, or as otherwise authorized by the Contracting Officer or authorized representative and shall be packaged and marked in accordance with Section D.

F.1.1 Unless otherwise directed elsewhere in this contract, any deliveries requiring a physical address shall be shipped to:

U.S. Army Tank-automotive and Armaments Command  
ATTN: RDTA-RS, MS121, Joseph Heuvers  
6501 E. 11 Mile Rd.  
Warren, Michigan 48397-5000

F.2 METHOD OF DELIVERY

All deliveries shall be made on an FOB Destination basis.

F.3 PERIOD(S) OF PERFORMANCE

F.3.1 The contractor shall deliver two SiC generator controllers no later than sixteen (16) months after contract award. The period of performance for all effort required under this contract, including delivery of the final technical report, shall be eighteen (18) months after date of contract award.

F.3.2 Performance - Option Requirements (reference C.6 and H.1):

F.3.2.1 The total period in which any options under this contract may be exercised shall be eighteen (18) months after contract award. However, deliveries under the options exercised may extend beyond this eighteen (18) month period.

F.3.2.1.1 The completion date of the contract inclusive of any options exercised shall be fourteen (14) months after the date of the latest option exercise.

F.3.2.2 Option 1 - Additional SiC generator controllers (C.6.1): The period of performance for each option exercise shall be fourteen (14) months after each option exercise.

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F.3.2.3 Option 2 ISG Motor (C.6.2): The period of performance for shall be twelve (12) months after award of this option.

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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	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2012
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

[www.asaie.army.mil/Public/IE/Toolbox/documents/r360\\_1.pdf](http://www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf)

[End of Clause]

G-3	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 <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: <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: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
Red River Army Depot: <https://acquisition.army.mil/asfi/>  
Anniston Army Depot: <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 <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: <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](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) or by calling (586) 282-7059.

## Section H.1 Exercise of Options

## H.1.1 Option 1: Additional SiC generator controllers (C.6.1).

H.1.1.1 The Government reserves the unilateral right to exercise part or all of the option for additional SiC generator controllers described in C.6.1. The Government may exercise this option for four additional units (singly or in any combination up to a total of four units) at any time during the option exercise period specified in F.3.2.1.

H.1.1.2 The Government may exercise this option (up to four individual times or in any combination up to four total units) at any time after contract award but no later 18 months after contract award.

H.1.1.3 If exercised, the option effort shall be awarded on a firm fixed price basis as follows:

Unit One: \$ PRICE to be established  
Unit Two: \$ PRICE to be established  
Unit Three: \$ PRICE to be established  
Unit Four: \$ PRICE to be established

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H.1.2 Option 2: ISG Motor

H.1.2.1 The Government reserves the right to exercise the option for the ISG motor described in C.6.2. The Government may exercise this option at any time after contract award but no later 18 months after contract award.

H.1.2.2 If exercised, the option effort shall be awarded on a firm fixed price basis as follows:

Unit One: \$ PRICE to be established

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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	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-12	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-15	52.210-1	MARKET RESEARCH	APR/2011
I-16	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-23	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-35	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
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	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-45	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-17	INTEREST	OCT/2010
I-48	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-49	52.232-25	PROMPT PAYMENT	OCT/2008
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-53	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-54	52.242-13	BANKRUPTCY	JUL/1995
I-55	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-56	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-57	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010

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I-58	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-59	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-60	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-61	52.248-1	VALUE ENGINEERING	OCT/2010
I-62	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-63	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-64	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-65	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-66	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-67	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-68	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-69	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-70	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-71	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-72	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-73	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	SEP/2007
I-74	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-75	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-76	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-77	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-78	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-79	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-80	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-81	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-82	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-83	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-84	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-85	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-86	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2012
I-87	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-88	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-89	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-90	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-91	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-92	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-93	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-94	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-95	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-96	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-97	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-98	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-99	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-100	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-101	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-102	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-103	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-104	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-105	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-106	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-107	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-108	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-109	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-110	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-111	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-112	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-113	252.246-7001	WARRANTY OF DATA	DEC/1991
I-114	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-115	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 18 MONTHS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 32 MONTHS (2.66 YEARS).

(End of Clause)

I-116	52.227-11	PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR	DEC/2007
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(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on

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sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made

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by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. N/A

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

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I-117

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 10 DAYS 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 10 DAYS calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

(4) In the event the 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.

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(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-118            252.203-7004            DISPLAY OF FRAUD HOTLINE POSTER(S)            DEC/2012

(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 hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at [http://www.dodig.mil/HOTLINE/hotline\\_posters.htm](http://www.dodig.mil/HOTLINE/hotline_posters.htm).

(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:

-1-

(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)

I-119            252.232-7006            WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS            JUN/2012

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

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

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

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

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entitlement system.

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

COMBO

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

W91ATL  
PR W4GH TANK-AUTOMOTIVE RDECOM  
6501 E 11 MILE ROAD  
SHIPPING AND RECEIVING BLD 249  
WARREN, MI 48397-5000

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	-3- (TBD)
Issue By DoDAAC	-4- (TBD)
Admin DoDAAC	-5- (TBD)
Inspect By DoDAAC	W91ATL
Ship To Code	W91ATL
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W91ATL
Service Acceptor (DoDAAC)	W91ATL
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

N/A

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

(End of clause)

I-120 252.235-7010 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 United States Army under Contract No. W56HZV-XX-C-XXXX (TBD).

(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 United States Army.

(End of clause)

I-121 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007  
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 18 MONTHS after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-122 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.

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(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 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)

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I-123 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 [\\*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards"](http://www.sba.gov/content/table-small-business-size-standards)<http://www.sba.gov/content/table-small-business-size-standards>

(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 \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-124 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

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(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 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-125            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:

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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-126            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-127            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)

I-128            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-129            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:



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(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]

The clauses below are incorporated by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at the following web address:

<http://farsite.hill.af.mil/VFFARA.HTM>

Regulatory CiteTitle

252.227-7017  
JAN/2011

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS

252.227-7028  
JUN/1995

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT

\*\*\* END OF NARRATIVE I0001 \*\*\*

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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 (DD FORM 1423)	14-DEC-2012		
Attachment 0001	CAN ICD TEMPLATE	14-DEC-2012	001	ELECTRONIC IMAGE
Attachment 0002	MIL-PRF-GCS600A	28-JUL-2010	021	ELECTRONIC IMAGE
Attachment 0003	ATPD-2404 ENVIRONMENTAL CONDITIONS FOR HBCT TRACKED VEHICLE SYSTEMS	21-OCT-2011	045	ELECTRONIC IMAGE
Attachment 0004	RELEVANCE MATRIX FOR EXPERIENCE	14-DEC-2012	001	ELECTRONIC IMAGE
Attachment 0005	SIC PERFORMANCE TESTING INSPECTION & ACCEPTANCE CRITERIA	18-DEC-2012	004	ELECTRONIC IMAGE

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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	52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC/2012
K-2	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP/2010
K-3	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-4	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-5	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-6	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-7	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-8	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-9	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-10	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2012

(a)(1) The North American Industry Classification System (NAICS) code For this acquisition is 541712.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation. This provision applies to solicitations

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using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act Free Trade Agreements Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation

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Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K-11 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) -- ALTERNATE I APR/2011 (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it

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\_\_\_ is,  
\_\_\_ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it

\_\_\_ is,  
\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it

\_\_\_ is,  
\_\_\_ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It \_\_\_ is,  
\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

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

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

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

(ii) It \_\_\_ is,  
\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it

\_\_\_ is,  
\_\_\_ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is

\_\_\_ is,  
\_\_\_ is not a service-disabled veteran-owned small business concern.

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

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(i) It \_\_\_ is,

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

(ii) It \_\_\_ is,

\_\_\_ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:\_\_\_\_\_.]

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

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

**Name of Offeror or Contractor:**

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-12 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS JUL/2012  
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

(iii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer:

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

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\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7022, Trade Agreements Certificate Inclusion of Iraqi End Products.

\_\_\_ (v) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (vi) 252.225-7035, Buy American Free Trade Agreements Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K-13	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 180 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-14	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any

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consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision  
 \_\_\_\_\_ [insert full name of person(s) in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K-15            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-16            52.209-5            CERTIFICATION REGARDING RESPONSIBILITY MATTERS            APR/2010

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

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

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered

**Name of Offeror or Contractor:**

against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples.

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

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

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

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

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-17 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

FEB/2012

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the 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-18 52.215-6 PLACE OF PERFORMANCE

OCT/1997

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**Name of Offeror or Contractor:**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  
 intends,

does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street  
 Address, City, State, County,  
 Zip Code)

Name and Address of Owner  
 and Operator of the Plant or  
 Facility if Other Than Offeror or  
 Respondent

(End of Provision)

K-19 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that --

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

(b) It  has,  has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-20 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that

(a) It  has developed and has on file,

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

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

(End of Provision)

K-21 252.209-7999 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

**Name of Offeror or Contractor:**

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-22                    252.225-7000                    BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM CERTIFICATE                    JUN/2012

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and 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) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
-------------------------	--------------------------

(3) The following end products 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":

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

K-23                    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:

**Name of Offeror or Contractor:** \_\_\_\_\_

PERSONS AUTHORIZED TO NEGOTIATE

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

[End of Provision]

K-24      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.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-25      52.225-4003      IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED      MAR/1990  
(TACOM)      KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [ ] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii) [ ] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

Name of Offeror or Contractor:

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

252.227-7017 (Full text provided below)

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software

To be Furnished With Restrictions\* Basis for Assertion\*\* Asserted Rights Category\*\*\* Asserting Restrictions\*\*\*\* Name of Person

LIST\*\*\*\*\* List List List

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter none when all data or software will be submitted without restrictions.

Date \_\_\_\_\_ Printed Name and Title \_\_\_\_\_

**Name of Offeror or Contractor:**

Signature\_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 (Full text provided below)

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

\*\*\* END OF NARRATIVE K0001 \*\*\*

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**Name of Offeror or Contractor:**

## 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	52.237-1	SITE VISIT	APR/1984
L-6	252.215-7008	ONLY ONE OFFER	JUN/2012
L-7	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-8	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-9	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 Command - 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-10	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 LEnfant 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.

(End of Provision)

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L-11            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-12            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-13            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-14            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.

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

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**Name of Offeror or Contractor:**

(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-15	52.211-4054 (TACOM)	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	MAR/1989
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For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

L-16	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	MAY/2011
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(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

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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-17 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-18 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:

"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.

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(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 nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WH  
 EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,  
 WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,  
 WHEREAS, "nonpublic information" includes, but is not limited to such information as:  
 Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);  
 Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);  
 Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);  
 Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);  
 Attorney work product;  
 Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and  
 Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or

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disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

[End of clause]

L-19            DA, 52.215-            ABILITY ONE SUBCONTRACTING CREDIT            APR/2010  
5111

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOnes's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see [http://www.acq.osd.mil/dpap/cpic/cp/abilityone\\_program.html](http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html)

[End of provision]

L-20            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]

**Name of Offeror or Contractor:**

L-21 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 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

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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.

(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-22            52.245-4002            ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL            MAR/1996  
                  (TACOM)                TOOLING

(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;

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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]

L.1 General Proposal Information. The proposal, subject to the Submission, Modification, Revision and Withdrawal, paragraph of Instructions to Offerors Competitive Acquisitions (52.215-1, ALT I) 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 and sub-factors to be evaluated and their relative order of importance. The offerors 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 offerors 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 the proposals. FAR clause 52.215-1 advises Offerors that the Government intends to evaluate proposals and award a contract without discussions with Offerors. Therefore, the Offerors initial proposal should contain the Offerors best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Where award will be made without discussions, exchanges with Offerors are limited to clarifications as defined in FAR 15.306(a).

L.1.1 The offerors proposal shall be submitted in four (4) separate volumes as set forth below. Some parts of the proposal contain page limit recommendations as set forth in Section L below. Where page limit 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 0.5 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 four (4) 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 four (4) volumes set forth below and it is recommended to be no more than 3 pages. The offerors proposal shall consist of the following volumes, submitted electronically via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS):

- (a) Volume 1: Technical Volume.
- (b) Volume 2: Experience Volume.
- (c) Volume 3: Price Volume.
- (d) Volume 4: Proposal Terms and Conditions (SF33, Solicitations Sections A-K)

L.1.2 Each volume listed above shall be submitted separately and shall be prepared using 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 Volume shall be labeled so that it is easily identifiable for evaluation purposes (example: Technical Volume), 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. The table of contents shall be organized by sub-factor (if applicable) as set forth in Section L. Provide a list of all attachments and substantiating data in the table of contents under the specific sub-factor (if applicable) which it supports. The table of contents shall include the following information for each sub-factor (if applicable), attachment and/or substantiated data listed:

- (a) A cross-reference to the related section L paragraph number
- (b) Page number
- (c) Volume name

L.1.3 Submission method and Due Date. The offerors proposal shall be received electronically through the ASFI BRS by 1:00 PM, Warren, MI Local Time, on 28 February 2013. Reference clause 52.204-4016 for detailed information about submitting your offer electronically. The offeror must ensure its proposal, in its entirety, reaches its intended destination before the date and time set for closing of the 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 herein, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal. 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 proposal allowing adequate time for submission.

L.2 All or None. Offers in response to this solicitation must be submitted for ALL of the requirements identified in the solicitation. Offers submitted for less than ALL the requirements called for by this solicitation may be rejected.

L.3 Volume 1 Technical Factor:

L.3.1 The Technical Factor shall specifically identify the power, temperature, space claim, and weight capabilities of the silicon

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carbide generator controller and how the construction method will meet or exceed the thresholds identified in the table below. The paragraph references stated within the table below reference to the scope of work (SOW) in Section C of this solicitation.

Requirement	Threshold	Objective
A. Power Capability (C.2.2.2.3 & C.2.2.2.1)	300 Amps RMS Continuous 600 Amps RMS Transient 175kW Continuous DC	600 Amps RMS Continuous 1200 Amps RMS Transient 175kW Continuous DC
B. Temperature Capability (C.2.4.1)	125 Degrees Celsius Ambient	150 Degrees Celsius Ambient
C. Space Claim (C.2.5.1)	20 kW/liter	35 kW/liter
D. Weight (C.2.5.2)	10 kW/kg	25 kW/kg

L.3.2 For the above four considerations, the offeror's Technical Factor proposal shall include the following:

L.3.2.1 For the Power Capability requirement in sections C.2.2.2.3 and C.2.2.2.1 of the SOW, the Offeror shall:

(a) Identify its proposed performance level (Threshold; Objective; Achievement between Threshold and Objective - provide the exact performance level if between Threshold and Objective), and

(b) Describe its proposed Power Capability configuration to achieve the proposed level of performance. At a minimum, include spec sheets for the proposed components, provide supporting component literature, an engineering analysis including any calculations substantiating the offerors approach, and a narrative or other information substantiating that the offeror's approach will meet the proposed performance level.

L.3.2.3 For the Temperature Capability requirement in section C.2.4.1 of the SOW, the Offeror shall:

(a) Identify its proposed performance level (Threshold; Objective; Achievement between Threshold and Objective - provide the exact performance level if between Threshold and Objective), and

(b) Describe its proposed Temperature Capability configuration to achieve the proposed level of performance. At a minimum, include an engineering analysis including any calculations substantiating the offerors approach, and a narrative or other information substantiating that the offeror's approach will meet the proposed performance level.

L.3.2.4 For the Space Claim requirement in section C.2.5.1 of the SOW, the Offeror shall:

(a) Identify its proposed performance level (Threshold; Objective; Achievement between Threshold and Objective - provide the exact performance level if between Threshold and Objective), and

(b) Describe its proposed configuration to achieve the proposed Space Claim. At a minimum, include three-dimensional drawings to include all components in the following views: front, side, back. This information will be used to substantiate that the offeror's approach will meet the proposed performance level.

L.3.2.5 For the Weight requirement in section C.2.5.2 of the SOW, the Offeror shall:

(a) Identify its proposed performance level (Threshold; Objective; Achievement between Threshold and Objective - provide the exact performance level if between Threshold and Objective), and

(b) Describe its proposed configuration to achieve the proposed Weight. At a minimum, include a list of all proposed components and their associated weights, substantiating that the offeror's approach will meet the proposed performance level.

L.4 Volume 2: Experience: Offerors shall submit the following:

L.4.2.1 The Offeror shall identify a grand total of no more than three (3) Contracts/Delivery or Task Orders, which are the most recent and relevant to the scope of work specified below in paragraphs L.4.2.3.1 and L.4.2.3.2 below.

L.4.2.2 Recent Contracts. Recent Contracts/Orders are those performed within approximately three years of the date of issuance of this RFP.

L.4.2.3 Relevant Contracts. Relevant Contracts/Orders or work directives are those which, as described below, are comparable in scope to

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RFP requirements. Where prior relevant experience is under a broader Blanket Purchase Agreement (BPA) or Indefinite Delivery Indefinite Quantity (IDIQ)-type contract, do not just cite the broader BPA or IDIQ Contract. Rather, include the specific individual work directives/ delivery or task orders which you consider to be reflective of relevant prior experience. In accordance with section L.4.2.1 above, each prior Contract/Order identified by the Offeror as being applicable, shall be evaluated based upon the extent to which prior experience is relevant to RFP requirements.

Specifically, the extent of relevant Experience with the following RFP requirements will be assessed by the Government:

L.4.2.3.1 Building silicon carbide electronic assemblies of a complexity comparable to this effort.

L.4.2.3.2 Ruggedizing electronics for extreme environmental conditions of a complexity comparable to this effort.

L.4.2.4 For each of the up to three (3) recent/relevant contracts/task orders identified, the Offeror shall provide the following:

- (a) Contract Number
- (b) Contract type
- (c) Contract performance period
- (d) Government or commercial contracting activity address, telephone number, and E-mail address
- (e) Procuring Contracting Officer's (PCO's) name, telephone number and E-mail address
- (f) Administrative Contracting Officer's (ACO's) name, telephone number and E-Mail address
- (g) Government or commercial contracting activity technical representative, or COR, name, telephone number and E-mail address
- (h) Copies of all Scope of Work paragraphs of the contracts/orders reflecting Experience which is relevant to the relevance considerations cited above in paragraphs L.4.2.3.1 and L.4.2.3.2.
- (i) A discussion of specific similarities between these contract scopes of work and the scope in Section C herein.

Failure to provide the information requested under paragraph L.4.2.4 (a-h, particularly paragraphs (a c) and (h)), so that the Government can evaluate the recency and relevance of claimed experience may result in an assessment that prior experience lacks relevance or recency.

L.4.2.5 Cross-Reference Matrix: The Offeror shall also complete the matrix at Attachment 0004 of this RFP. The matrix identifies the experience considerations in the first row. The offeror shall list each of the up to three (3) prior contracts/orders in the left margin of each chart. These contracts should match the types of experience the Government will be using for evaluation purposes. The offeror shall identify recent/relevant contracts under each of the Experience sub-factors, through placement of an (X) in the applicable matrix boxes. The offeror may include a brief description in the matrix of the extent of any similarities. However, any brief narrative provided in the chart itself will not be sufficient to constitute as a substitute for the narrative required discussing the experience sub-factor as required by L.4.2.4(h) above.

L.5 Volume 3: Price Factor:

L.5.1 The Price volume shall include the Offeror's total proposed price for Primary CLINs (0001 through 0014), each Primary CLIN price shall consist of the summation of its sub-CLINs that are identified in Section B of the proposal.

L.5.2 The Offerors shall provide the basis for establishing the proposed price for Primary CLINs (0001 through 0014), including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. Catalog and/or price lists for commercial items can be provided as a basis to support direct materials such as purchased finished components (per "direct material cost", under L.5.3.4 below).

L.5.3 In support of the price reasonableness determination, the Offeror shall provide its proposed direct costs relative to the proposed price, on a "CLIN-by-CLIN" basis (Primary CLINs 0001 through 0014). The cost breakdown shall be sent in Microsoft Excel format, and include all formulas, functions, macros, computations, and equations used to compute the proposed amounts. For each Workbook, all rows, columns, cells and worksheets must be visible. If workbooks or worksheets are password protected, then the password(s) must be provided. The cost breakdown shall include the following cost element information, detailed by Offerors fiscal year:

L.5.3.1 Direct labor hours. The Offeror shall include, for each Primary CLIN, the total proposed direct labor hours and direct labor hours broken down by proposed labor category.

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L.5.3.2 Direct Labor Rates. The Offeror shall include, for each Primary CLIN, the proposed direct labor rate for each proposed labor hour category.

L.5.3.3 Direct Labor cost for each Primary CLIN (total dollar amount for wages and salaries only, with no fringe benefits or overhead).

L.5.3.4 Direct Material cost. The Offeror shall provide, for each Primary CLIN, the direct material cost (for the material cost items with an extended cost over \$5,000, list by material name, vendor and dollar amount).

L.5.3.5 Cost for Subcontracted Services/Efforts. The Offeror shall provide an itemized list, for each CLIN, of subcontracted services/efforts over \$10,000 to include the subcontractor name, subcontract price, and the Offeror's narrative description of each subcontractor's effort.

L.5.3.6 Any other direct costs, for each Primary CLIN, over \$5,000 (itemized by name/kind of other direct cost, supplier and dollar amount).

L.5.3.7 Overhead, G&A, and Facilities Capital Cost of Money (FCCM). The Offeror shall provide, for each Primary CLIN, the proposed overhead, G&A, and FCCM rates used in the proposal.

L.5.4 In addition to the "by-CLIN" breakout specified in L.5 above, also provide a composite cost element breakdown of all CLINs combined (Base and Option CLINs) as follows:

Total Material  
Total Material Overhead  
Total Labor  
Total Labor Overhead  
Total Subcontracted Services  
Total Other Direct Costs  
Total FCCM  
Total G&A  
Total Profit

L.5.5 Exchange Rate Information. All price information shall be stated in United States (U.S.) dollars only, for both the prime contractor and any potential subcontractors. If the basis for the proposal is any other currency, the Offeror shall:

(a) State the exchange rate(s) being used to convert any currency to U.S. dollars and how the exchange rate was developed.

(b) Explain how you intend to deal with the risk that fluctuation in exchange rates may impact this prospective contract.

This additional data will help us confirm that the full scope of these requirements has been communicated, is understood, and is fair and reasonable.

L.5.6 In addition to the above information, the Government reserves the right to request additional or more detailed price breakdown data to support its determination of price reasonableness.

L.6 Volume 4: Proposal Terms and Conditions (SF33, Solicitation Sections A-K) Offerors shall submit the following:

L.6.1 Volume 4 shall contain the following information:

L.6.1.1 Include a scanned image of a signed copy of the SF 33 cover page signed by a person authorized to sign bids, quotations or proposals on behalf of the Offeror. Offeror shall fill-in blocks 12, 13, 15A, 15B, 16, 17, and 18 on the SF 33.

L.6.1.2 One copy of this solicitation (Sections A-K) with all clauses and other fill-ins completed. Any required certifications and representations that are required under the solicitation.

L.6.1.3 A statement of agreement to all the terms, conditions, distribution statements, and provisions of this solicitation.

L.6.1.4 A list of any exceptions the Offeror takes to any term, condition, distribution statement, or requirement contained in the solicitation and the basis for each exception. Offerors are cautioned to consult, in writing, with the Contracting Officer before submitting an offer that takes exception to any term or condition of this RFP.

L.6.1.5 Other than U.S. Small Business concerns, as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation, 541712, shall submit an acceptable small business subcontracting plan in accordance with FAR 52.219-9 and TACOM Local clause 52.219-4004, and provide this plan as part of the proposal submission.

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

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## SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS	APR/2003
M-3	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits 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) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets 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-4	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

(End of Provision)

M.1 BASIS FOR AWARD

M.1.1 It is the Government's intent to award one (1) contract as a result of this solicitation. The Government will select for award the proposal which represents the best value to the Government as described below.

There are three evaluation factors:

1. Technical
2. Experience
3. Price

The relative order of importance of these factors (sub-factors and elements where applicable) are described in paragraph M.4 below.

The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government. 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 relative strengths, weaknesses, and

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risks of each proposal shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government. The Government may make no contract award where it concludes that no proposal exists with a reasonable probability of achieving program and contract terms and conditions.

M.2 Rejection of Offers:

M.2.1. Offerors shall carefully read, understand and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer in writing before the closing date of this solicitation. In accordance with clause FAR 52.215-1 contained in this solicitation, the Government may reject any or all proposals if such action is in the Government's interests. Examples of the circumstances that may lead to the rejection of a proposal are:

M.2.1.1 The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

M.2.1.1.1 When a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms and does not provide support and elaboration as specified in Section L of this solicitation.

M.2.1.1.2 A proposal fails to provide any of the data and information required in Section L.

M.2.1.1.3 A proposal provides some data but omits significant material data and information required by Section L.

M.2.1.1.4 A proposal merely repeats the contract Scope of Work without elaboration.

M.2.1.2 The proposal reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in price or unrealistic in terms of technical or schedule commitments.

M.2.1.3 The proposal contains any unexplained significant inconsistency between the proposed effort and price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.

M.2.1.4 The proposal contains 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 cost or price analysis techniques. There must be a direct relationship between the effort expended and its cost or price for the basic quantity and option.

M.2.1.5 The proposal price is unreasonable or unaffordable.

M.2.1.6 The proposal offers a product or service that does not meet all stated material requirements of the solicitation.

M.2.1.7 The proposal proposes exceptions to the attachments, exhibits, enclosures, requirements, or other RFP terms and conditions.

M.2.2 Affordability. The non-Price Factors, when combined, are significantly more important than the Price Factor. However, no proposal or combination of proposals, no matter how low the risk/highly rated, will be considered for award if unaffordable. This includes contract award affordability based on the total available funding in base period (FY13).

For planning purposes see the below funding schedule:

Base Period (FY13):                    \$2.5 Million

Proposals requesting funding in excess of \$2.5M for the base contract effort (CLINs 0001 through 0012) will be considered unaffordable.

M.3 Evaluation and Source Selection Process

M.3.1 Evaluation Process Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation 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 and subfactor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

M.3.1 Source Selection Authority The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.3.2 Source Selection Evaluation Board (SSEB) An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, as well as the evaluation of such proposals.

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M.3.3 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 award 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 technical, delivery and price standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary.

M.3.4 Importance of Cost/Price All the factors contained in each proposal will be evaluated. However, the closer the Offerors' evaluations are in the non-cost/price factors, the more important the price becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Areas as stated in Section M herein, Price may be controlling when:

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

M.3.6 Proposal and Performance Risks For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

M.3.6.1 Proposal Risks Proposal Risks are those risks associated with an Offeror's proposed approach in meeting the Government Requirements. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into all evaluations except the rating for Experience.

M.3.6.2 Performance Risks Performance Risks are those risks associated with the probability that an Offeror will successfully perform the solicitation requirements as indicated by that Offeror's record of past and current experience. Performance risk will be assessed by the Source Selection Evaluation Board (SSEB).

M.3.7 Determination of Responsibility Per FAR 9.103, contracts will be awarded only to Contractors who are determined to be responsible as per the standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). See also TACOM clause 52.209-4011. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors to aid the PCO in the evaluation of each Offerors proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined to be not responsible by the PCO.

M.3.8 Source Selection Trade-Off Process This solicitation represents a Best Value acquisition using a Source Selection Trade-Off process. As such, the Source Selection Authority, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-price factors against the evaluated price in arriving at the final Source Selection decision. As part of the best value determination, the relative strengths/weaknesses and risks of each Offeror's proposal in the non-price factors as well as the total evaluated price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated price.

M.4.8 Evaluation Criteria

There are three evaluation factors:

- (a) Technical
- (b) Experience
- (c) Price

The Technical factor is significantly more important than the Experience Factor. The Experience Factor is more important than the Price Factor. As required by FAR 15.304(e), the non-Price Factors, when combined, are more important than the Price Factor. The evaluations shall be made based on the substantiating data provided by the offeror. Assumptions of capabilities will not be made. The Government will review the Technical Approach narrative in the breadth and depth necessary to conduct its Technical assessment of the Offerors proposal.

M.4.8.1 EVALUATION OF TECHNICAL FACTOR (SEE L.3)

M.4.8.2 The Government will assess the Offeror's proposed Performance Levels, relative to the four considerations listed in M.4.8.3, as follows:

a. where the requirements listed in M.4.8.3 identify objectives, the Government will assess the extent to which the Offeror's proposed performance levels credibly satisfy the objective performance levels.

And

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b. the proposal risk probability that the Offeror will achieve the proposed performance levels, to include achieving proposed performance above threshold levels where offered.

M.4.8.3 The following four requirements will be evaluated under the Technical Factor:

<u>Requirement</u>	<u>Threshold</u>	<u>Objective</u>
A. Power Capability (C.2.2.2.3 & C.2.2.2.1)	300 Amps RMS Continuous 600 Amps RMS Transient 175kW Continuous DC	600 Amps RMS Continuous 1200 Amps RMS Transient 175kW Continuous DC
B. Temperature Capability (C.2.4.1)	125 Degrees Celsius Ambient	150 Degrees Celsius Ambient
C. Space Claim (C.2.5.1)	20 kW/liter	35 kW/liter
D. Weight (C.2.5.2)	10 kW/kg	25 kW/kg

M.4.8.4 Evaluation of Objective Performance. The Government will evaluate the extent to which the Offeror credibly proposes to achieve the objective performance levels, as identified in M.4.8.3 as follows:

M.4.8.4.1 If the Government evaluation shows that an Offeror has demonstrated, in accordance with Section M evaluation criteria, that an Offeror is likely to achieve an objective performance level, in whole or in part (to the benefit of the Government), it shall be noted as a Factor strength. Strengths may also result in an increase in the assigned rating for the Factor.

M.4.8.4.2 If Government evaluation of the proposal indicates achievement of the proposed objective performance level is likely, at moderate risk or lower, the proposed level of objective performance will be included in any resulting contract. In the event an Offeror does not agree to incorporate the proposed Objective level of performance into the resulting contract, the Offeror will not be credited, in whole or in part, with their achievement of the Objective Performance Level.

M.4.8.4.3 For the objective performance being evaluated, and where detailed in M.4.8.3(a-d), evaluation credit may be given for proposed performance above the threshold performance requirement level up to the objective level of performance. For proposed performance between the threshold level of performance and the objective level of performance, a proportional credit may be given to the extent that the proposed level of performance is achievable at moderate, or lower, risk, and benefits the Government.

M.4.8.4.4 To receive Objective Performance 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 the proposed approach provides a solution that is moderate risk and 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 additional evaluation credit shall be given, nor shall such a proposal be considered a proposal strength or to have benefit to the Government.

M.4.8.2 EVALUATION OF EXPERIENCE FACTOR (SEE L.4)

The Government will assess the risk probability that the offeror will successfully meet contract requirements. This assessment will result in the application of a Confidence Rating which will be based upon the extent to which recent prior experience is relevant to the following solicitation requirements:

M.4.8.2.1 Building silicon carbide electronic assemblies of a complexity comparable to this effort.

M.4.8.2.2 Ruggedizing electronics for extreme environmental conditions of a complexity comparable to this effort.

M.4.8.2.3 An offeror's failure to provide experience through the submission of relevant contracts as required under L.4.2.3 will be interpreted by the Government as a representation by the offeror that no favorable data exists with respect to Experience Factor considerations and the offeror will be assessed by the Government as higher risk.

M.4.8.2.4 Even where the offerors proposal identifies experience for either itself or any subcontractor, the Government will consider whether the benefits of this experience will ever be employed/realized should the offeror subsequently be awarded a contract. Accordingly, any prime or subcontractor experience which is identified in the offerors Experience Sub-Factor proposal submission, but the offerors proposal under the Price Factor does not clearly support that this experience is intended to be used by the offeror during contract performance, will be discounted in whole or in part.

M.4.8.3 EVALUATION OF PRICE FACTOR (SEE L.5)

M.8.3.1 The Cost/Price Factor evaluation will assess the total evaluated Cost/Price to the Government and for each offeror. The total

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-12-R-0574 <b>MOD/AMD</b>	<b>Page 89 of 89</b>
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**Name of Offeror or Contractor:**

evaluated Cost/Price will include the sum of all CLINs (base and options) as included and priced in Schedule B of the RFP. The Government will sum all of the Sub-CLIN prices under each Primary CLIN to determine the total price for each Primary CLIN priced in Schedule B of the RFP.

M.8.3.2 Reasonableness: The Government will evaluate the reasonableness of the Offeror's proposed costs and prices, to include fee/profit. A cost/price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Government may not evaluate proposals that are considered unreasonable as to price.

M.8.3.3 The total evaluated price will be used in the trade-off evaluation.

\*\*\* END OF NARRATIVE M0001 \*\*\*









E-mail Performance Specification and ICD to:

Joseph Heuvers, COR,  
Email: joseph.heuvers@us.army.mil 0 1

15. TOTAL: 0 1

16. REMARKS:

a. The contractor shall provide a Performance Specification and Interface Control Document, which describes the rated performance, physical installation requirements, and operation details of the generator controller, as well as all of the hardware and software interfaces to the controller. The software controller area network (CAN) messages shall be documented in accordance with the CAN message interface control document (ICD) template (Attachment 001).

b. Complete the reports IAW DID DI-CMAN-81248A, "Interface Control Document". The COR is responsible for accepting or rejecting the interface control document.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

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1. DATA ITEM NO.: A006
  2. TITLE OF DATA ITEM: Product Drawings/Models and Associated Lists
  3. SUBTITLE: Diagrams, Schematics, and PRO-E Models
  4. AUTHORITY (Dt of Acq Document No.): DI-SESS-81000D
  5. CONTRACT REFERENCE: C.2.5.4, C.4.2, C.4.3, C.5.4, C.5.5
  6. REQUIRING OFFICE: RDTA-RS
  7. DD250 REQ: LT
  8. APP CODE:
  9. DIST. STATEMENT REQUIRED: A
  10. FREQUENCY: See Block 16
  11. AS OF DATE: See Block 16
  12. DATE OF FIRST SUB: See Block 16
  13. DATE OF SUBS.SUB: See Block 16

14. DISTRIBUTION

A. ADDRESSEES B. COPIES: DRAFT / FINAL

E-mail Diagrams, Schematics, and PRO-E Models to:

Joseph Heuvers, COR,  
Email: joseph.heuvers@us.army.mil 1 1

15. TOTAL: 1 1

16. REMARKS:

a. The contractor shall provide product diagrams and schematics to describe operation of the SiC generator controller hardware and software developed and delivered under this effort.

b. The contractor shall provide PRO-E models of the exterior envelope, with connections and mounting points, for the generator controller developed and delivered under this effort.

c. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-SESS-81000D, "Product Drawings/Models and Associated Lists." The COR is responsible for accepting or rejecting the drawings, models, and lists.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

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1. DATA ITEM NO.: A008
2. TITLE OF DATA ITEM: Test Plan
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.): DI-NDTI-80566A
5. CONTRACT REFERENCE: C.3.2, C.5.12
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: A
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS.SUB: See Block 16
14. DISTRIBUTION

A. ADDRESSEES

B. COPIES: DRAFT / FINAL

E-mail Plan to:

Joseph Heuvers, COR,

Email: joseph.heuvers@us.army.mil

1 1

15. TOTAL:

1 1

16. REMARKS:

a. All test plans shall be submitted to the COR for review and approval by the COR. The COR will review the test plan within fifteen (15) days after receipt and provide concurrence or comment. The test plan shall be delivered within six (6) months after contract award.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-NDTI-80566A, "Test Plan." The COR is responsible for accepting or rejecting the test plans.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:



