

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page of Pages 1 95
2. Contract Number	3. Solicitation Number W56HZV-11-R-0322	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2011SEP30	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-HBF-P WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:00pm (hour) local time 2011NOV29 (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.

10. For Information Call:	A. Name VINCENT DISANTO	B. Telephone (No Collect Calls)		C. E-mail Address VINCENT.S.DISANTO@US.ARMY.MIL
		Area Code (586)	Number 282-3505	Ext.

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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.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<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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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number	15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code Number Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS NONE ADP PT			

26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

- 0001
- 0002
- 0003
- 0004
- 0005
- 0006
- 0007

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
EXECUTIVE SUMMARY

A.1 GENERAL OVERVIEW

The Request for Proposal (RFP) is hereby issued by the US Army Contracting Command Warren for the Joint Assault Bridge (JAB) program.

The JAB program is a multi-service initiative to replace the Legacy Armored Vehicle Launched Bridge (AVLB) System. The JAB System will be a fully-tracked armored engineer vehicle specifically designed to provide Mobility Augmentation Companies with bridging capabilities. The JAB System will provide crew protection and vehicle survivability equal to the M1A1 Abrams legacy fleet and have the speed and mobility to keep pace with the maneuver force. The JAB System will launch and recover the Armys hydraulically actuated AVLB Military Load Class (MLC) 85 Scissor Bridge.

An industry-designed hydraulic bridge launcher mechanism shall be integrated onto a Government furnished M1A1 chassis to employ the Government furnished AVLB MLC-85 scissor bridge. The Armys Authorized Acquisition Objective is 168 JAB Systems. The United States Marine Corps (USMC) objective is 29 JAB Systems.

A.2 JOINT ASSAULT BRIDGE ACQUISITION STRATEGY

The JAB program consists of an Engineering & Manufacturing Development (EMD) phase and a Production & Deployment phase. The two phases are outlined below. The Government intends to award up to two firm-fixed price contracts for the EMD phase. This Request for Proposal (RFP), W56HZV-11-R-0322, covers only the EMD phase of the program. Following the EMD phase, the Government intends to award one firm-fixed price Production contract based on a full and open competition. However, circumstances may dictate that the Government limits competition. In that case, the Government would process a J&A to limit competition for the Production phase to the two EMD contractors.

A.3 PHASE ONE: EMD

Each Contractor shall design, fabricate, deliver, and support Government testing of two JAB prototypes in the EMD phase by focusing on system design and integration of all subsystems and components on an M1A1 chassis using mature, low-risk technologies. The performance period will be 28 months with prototypes completed no later than 18 months after contract award. As part of the data deliverables, Contractors will be required to deliver a design review package at the end of the EMD phase.

A.3.1 EMD PROPOSAL SUBMISSION AND OTHER REQUIREMENTS Section L of the solicitation describes the proposal requirements. Proposals will be evaluated in accordance with Section M. The Government will conduct a best value evaluation of technical, price, past performance, and small business participation factors.

A.3.1.1 ORGANIZATIONAL CONFLICTS OF INTEREST

The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award(s) made subsequent to RFP. Potential Offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in the JAB program or related programs.

A.3.1.2 ALTERNATE PROPOSALS

An Offeror may submit up to two proposals for the EMD Phase. Offerors may submit one (1) alternate proposal with a different approach to meeting the requirements. An Offeror will only be eligible for one award, regardless of the number of proposals submitted.

A.3.1.3 CONTROLLED UNCLASSIFIED INFORMATION Information pertaining to the Abrams M1A1 chassis and AVLB Scissor Bridge is subject to International Traffic in Arms Regulations (ITAR) export controls and shall be handled in accordance with the controlled unclassified information (CUI) handling procedures posted on the JAB website. Accordingly, CUI will be made available through an access request via the FedBizOpps (FBO) website at <https://www.fbo.gov/>.

Offerors will need to be certified under the United States/Canada Joint Certification Program (JCP) at <http://www.logisticsinformationservice.dla.mil/jcp/> in order to be granted access. The Government may reject a proposal if the Offeror fails to obtain, prior to proposal submission, the Government-provided export controlled information referenced in ATPD 2402.

A.4 PHASE TWO: PRODUCTION The Production phase will be a firm-fixed price effort to deliver of an estimated 24 LRIP JAB Systems and 173 Production JAB Systems (for a total quantity of 197 JAB systems). In addition, the Contractor will be required to refurbish the two prototype assets from EMD and provide test support, provisioning, training manuals, new equipment training, fielding support and a full Technical Data Package (TDP). The Government intends to award the Production contract in FY15. The estimated quantities for the Production phase (Low-rate Initial Production (LRIP) and Production quantities) are as follows:

<u>YEAR</u>	<u>QTY</u>
FY2015	12 (LRIP)
FY2016	12 (LRIP)
FY2017	30
FY2018	30
FY2019	30
FY2020	30

Name of Offeror or Contractor:

FY2021 30
FY2022 23

A.4.1 SOURCE SELECTION FOR PRODUCTION PHASE

The Government intends to conduct a best value source selection based on full and open competition for the Production phase. The EMD design review package may be part of the evaluation criteria to select the Production Contractor. Therefore, any company that does not win an EMD contract but wants to compete for the Production contract will need to be prepared to submit a complete design review package (as defined in EMD statement of work) as part of its Production proposal.

Detailed evaluation criteria for the Production phase will be included in the Production RFP; however, the potential evaluation criteria, which may change based upon changing circumstances and needs of the Army, may include the evaluation of a proposal that:

- Is affordable and provides fair and reasonable prices
- Achieves ATPD 2402 Performance Specification requirements as demonstrated in EMD testing
- Demonstrates MLC-85 AVLB launch and retrieve performance beyond the threshold up to the objective
- Demonstrates vision from the commander's seating position beyond the threshold up to the objective
- Demonstrates achievement of ATPD 2402 objectives during EMD testing
- Demonstrates successful integration of diagnostics with the M1A1 diagnostics system
- Demonstrates low risk of changes in the proposed production system that were not tested during EMD testing
- Achieves identified reliability levels
- Provides a logistics support plan
- Has the capability of meeting the full-rate production delivery schedule
- Limits restrictions on the Government's ability to use or disclose technical data

A.5 JAB WEBSITE

Additional information can be found at the JAB webpage: <http://contracting.tacom.army.mil/majorsys/jab/jab.htm>

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2009

(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 otherwise authorized in 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 Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

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

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=w56hzv11r0322

(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.

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(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.

(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 above. 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 above, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Unless otherwise authorized in the solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) On-Line Bid Response System (BRS). 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. 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 and Knowledge Management Help Desk at (586) 282-7059, or send an email to DAMI_AcquisitionCenterWebPage@conus.army.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/db/procurem.htm> to find a location near you.

End of Provision

A-2 52.232-4887 PAYMENT UNDER WIDE AREA WORKFLOW DEC/2010

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawf.eb.mil>

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.

(Types of Invoice to Use: If this contract calls for contractor submission of a Material Inspection and Receiving report by virtue of the inclusion of the clause at DFARS 252.246-7000, Material Inspection and Receiving Report, use a combo Invoice and Receiving Report. If this DFARS clause is NOT in the contract, and/or the action is for services, use a two-in-one invoice as described in WAWF. Use a Progress Payment, Performance-Based Payment, or Cost Voucher type of invoice respectively for each of those types of actions. Instructions for completing all these documents are at the WAWF training website: <https://wawf.eb.mil>

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

Name of Offeror or Contractor:

- 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: TO BE PROVIDED IN CONTRACT AWARD BASED ON COGNIZANT DCMA OFFICE
- 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]

A-3 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-4 52.204-4232 PUBLIC ACTIVITY INVOLVEMENT DEC/2002
(TACOM)

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

(End of Notice)

A-5 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)

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A-6 52.227-4500 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE APR/2008
(RI)

This solicitation may contain technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

To be eligible to gain access to export controlled TDP whether it is via CD you must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, go to <http://www.dlis.dla.mil/jcp/>, click on documents, and follow instructions provided. Processing time is estimated at three days after receipt. Upon receipt of certification, you may request the TDP in accordance with the instructions stated in the solicitation's Section C.

Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

[End of clause]

1. The purpose of Amendment 0001 is to make the following changes.

2. Section A:

A. In the Executive Summary, changed the following in paragraph A.4.1

From: "Provides a superior logistics support plan"

To: "Provides a logistics support plan"

3. Section B:

A. Deleted CLIN 0001 and replaced with CLIN 1001. The following CLIN content changes were incorporated:

1. Created Sub-CLIN 1001AA as the price line.
2. Incorporated generic NSN 9999-99-999-9999 as a placeholder.
3. Revised in part from "CLIN 0001" to "Sub-CLIN 1001AA".
4. Added "except for A010 - Technical Data Package (to be separately priced)."
5. Deleted narrative F001.

B. Deleted CLIN 0002 and replaced with CLIN 1002, including sub-CLIN 1002AA. Incorporated an exhibit line item (ELIN) for each data item A001 - A031. ELIN A010, Technical Data Package, is to be separately priced.

C. Deleted CLIN 0003 and replaced with CLIN 1003. The CLIN content is unchanged.

4. Section C:

A. Revised clause 52.211-4072 as follows:

1. Added check mark to paragraph (1) and the following sentence: "However, see paragraph 3 and 4 below."
2. Revised paragraph (3) in part from "CLIN 0001" to "CLIN 1001".
3. Revised paragraph (3) first sentence

From: "This solicitation contains one or more web-located TDPs."

To: "This solicitation provides technical information related to the Government Furnished Property, hereinafter referred to as "TDP" within this clause."

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4. Revised paragraph (4) in part from "TDP" to "technical information, hereinafter referred to as 'TDP' within this clause."

5. Section J:

- A. Revised the electronic image URL links for each attachment.
- B. Exhibit A: Replaced the exhibit with the version dated 17 Oct 2011, which corrected the content of CDRL A010, changed block 7 in CDRL A010 from LT to DD and completed blocks A and E for each CDRL.
- C. Attachment 0004: Replaced the attachment with the version dated 17 Oct 2011, which corrected the title on the document from "Attachment 0003" to "Attachment 0004". Changed the title reference in Section J from "JAB Publications" to "Publications Requirements Matrix for PPQT".
- D. Attachment 0009: Replaced the Past Performance Matrix with the version dated 18 Oct 2011, which deleted test support and training development from spreadsheet cell E4.
- E. Attachment 0011: Replaced the attachment with the version dated 18 Oct 2011, which expanded the column width in the roll-up tab to allow for larger dollar amounts to be visible. Changed the title reference in Section J from "Small Business Plan" to "Small Business Participation Plan".
- F. Added the following narrative:

"J.1 Attachment Notes

J.1.1 Attachment 0003, Attachment 0005, and Annexes B and C to Attachment 0001 contain Controlled Unclassified Information. For the purpose of responding to the solicitation, these documents may be obtained through an explicit access request on FEDBIZOPPS, available via the internet at www.fbo.gov.

J.1.2 Attachment 0005, GFP List, contains property for Contractor A and Contractor B. At the time of contract award the Government will split the GFP List between the two possible awardees and assign specific items from the attachment to each awardee."

6. Section L:

- A. Changed L.5.1 in part from "CLIN 0001" to "CLINs 1001 and 1002 (ELIN A010)."
- B. Changed L.5.2 in part from "CLIN 0001" to "CLINs 1001 and 1002 (ELIN A010)."
- C. Changed L.5.3 in two locations in part from "CLIN 0001" to "CLINs 1001 and 1002 (ELIN A010)."
- D. Changed L.5.3.4 in part from "CLIN 0001" to "CLIN 1001".
- E. Changed L.6.1 in part

From: "L.6.1 For the Past Performance Factor, provide information for a total of up to six recent and relevant contracts for (i) the Offeror, and/or (ii) the Offerors proposed subcontractor(s). These may include foreign, federal, state, local, and private industry commercial contracts. Recent includes performance of contracts occurring within approximately three (3) years of the date of issuance of this RFP.

Relevant past performance includes the following EMD phase scope of work activities:

- a. Complex Integration with existing platforms of a complexity comparable to this effort
- b. Armor Welding and Integration of a complexity comparable to this effort
- c. Development of Logistics Data (, provisioning (C.2.9.3), technical manuals (C.2.9.4), diagnostics software (C.2.9.2)) of a complexity comparable to this effort

Relative to the production phase:

Production Capability comparable to the complexity of the JAB system and JAB maximum monthly production rate anticipated for the production phase (3/month)"

To: "L.6.1 For the Past Performance Factor, provide information for a total of up to six recent and relevant contracts for (i) the Offeror, and/or (ii) the Offerors proposed subcontractor(s). These may include foreign, federal, state, local, and private industry commercial contracts. Recent includes performance of contracts occurring within approximately three (3)

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years of the date of issuance of this RFP.

Relevant past performance includes the following EMD phase scope of work activities:

- a. Complex Integration with existing platforms of a complexity comparable to this effort
- b. Armor Welding and Integration of a complexity comparable to this effort

Relative to the production phase:

- c. Development of Logistics Data of a complexity comparable to the production effort (Provisioning in accordance with MIL-HDBK-502, Department of Army Technical Manuals, integrating embedded diagnostics software with diagnostics resident and common to M1A1)
- d. Production Capability comparable to the complexity of the JAB system and JAB maximum monthly production rate anticipated for the production phase (3/month)"

7. Section M:

- A. Changed M.6.1 in part from "CLIN 0001" to "CLINs 1001 and 1002 (ELIN A010)". Added sentence "In the event the Government receives an offer from a HUBZone small business concern, a factor of 10 percent will be applied, in accordance with clause 52.219-4, to the total evaluated price of other offers except as otherwise specified by the clause."

8. The date for the the receipt of proposals is not changed by Amendment 0001.

*** END OF NARRATIVE A0002 ***

1. The purpose of Amendment 0002 is to make the following changes.

2. Section C:

- A. Revised paragraph C.4.5 as follows:

From: "The Contractor shall develop, deliver, manage, and maintain the JAB TDP throughout the EMD phase. The TDP shall consist of product models, drawings and associated lists data that are fully defined and sufficient for competitive re-procurement and maintenance of items interchangeable with the original items. Product data shall be prepared to provide accurate design, engineering, manufacturing, and quality assurance requirements. The TDP delivered to the Government shall reflect the as built or assembled and tested baseline configuration, incorporating all approved changes to date. The TDP shall include all product data required by DI-SESS-81000D(T), including notes, attributes, features, mass properties, center of gravity, moment of inertia, interface, and hardware. The Contractor shall deliver this JAB TDP in accordance with CDRL A010."

To: "The Contractor shall develop, deliver, manage, and maintain the JAB TDP throughout the EMD phase. The TDP shall consist of product models, drawings and associated lists data that are fully defined and that would be sufficient for competitive re-procurement and maintenance of items interchangeable with the original items. This level of detail of the content of the TDP is required, regardless of the actual level of data rights that the Government will receive in the TDP, or in any parts of the TDP, per DFARS requirements. Product data shall be prepared to provide accurate design, engineering, manufacturing, and quality assurance requirements. The TDP delivered to the Government shall reflect the as built or assembled and tested baseline configuration, incorporating all approved changes to date. The TDP shall include all product data required by DI-SESS-81000D(T), including notes, attributes, features, mass properties, center of gravity, moment of inertia, interface, and hardware. The Contractor shall deliver this JAB TDP in accordance with CDRL A010."

- B. Revised paragraph C.11.3 as follows:

From: "The Contractor shall have Army trained and licensed Abrams chassis operators with experience as Military Occupation Specialties 91K, or equivalent to 91A (45E, 63E). In addition, the Contractors Abrams chassis operator(s) shall have a Commercial Drivers License. The Contractor shall have operator(s) that are Army trained and licensed on the AVLB vehicle for bridge launch/retrieval. The Contractor shall provide proof of operator licenses at the SOWM."

To: "The Contractor shall have US Army trained and experienced Abrams chassis operators. These operators shall have held the Military Occupation Specialty of 19K, or equivalent to 91A (45E, 63E). The Contractor shall ensure that potential operators possess an original copy of their DA 348 (not recreated), which reflects Abrams chassis training and experience. Licenses for these qualified operators will be issued by US Army TACOM. The Contractor shall provide proof of operator(s)

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qualifications at the SOWM."

3. Section H:

A. Added the following narrative:

"H.1 Organizational Conflicts of Interest

H.1.1 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to this contract or any subcontract or other relationship hereunder. The Contractor and its subcontractors, consultants, parents, subsidiaries, joint ventures, or other business affiliates of any tier Potential Offerors shall review current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in the JAB or related programs.

H.1.2 The Contractor shall disclose any potential OCI situation to the Contracting Officer as soon as identified. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts. If an OCI issue cannot be mitigated, and if the Contractor refuses to discontinue the activity creating the OCI, the Contracting Officer may use this as grounds for a Termination for Convenience or Default. A similar provision is expected to apply to follow-on solicitations and contracts.

H.1.3 The Contractor shall flow down the provisions in FAR 9.5 in any subcontracts or other related instruments (of all tiers). The Contractor shall monitor activities of itself and subcontractors and related entities, and promptly disclose any actual or potential OCI and any actions taken or proposed to negate or mitigate such conflicts.

H.1.4 Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract."

4. Section J:

A. Attachment 0001: Replaced the Purchase Description with the version dated 7 Nov 2011. A marked copy of the PD showing the changes will be provided on the JAB program website at <http://contracting.tacom.army.mil/majorsys/jab/jab.htm>.

5. Section L:

A. Deleted clause 52.211-4036, Format of the Technical Data Package.

B. Changed L.6.1.4 in part from "thirty (30) days of the Government's posting of the final RFP" to "thirty-five (35) days of the final RFP issued date".

C. Changed L.9.2 in part from "should" to "must".

6. The date for the receipt of proposals is not changed by Amendment 0002.

*** END OF NARRATIVE A0003 ***

Solicitation No.: W56HZV-11-R-0322

Amendment No.: 0003

1. The purpose of Amendment 0003 is to make the following changes:

SECTION J:

a. Revise Attachment 0005 (GFP List) to remove one fire extinguisher without bracket, NSN ending 0942.

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Name of Offeror or Contractor:

b. Line 2 of the instructions in the "Con" tab of Attachment 0011 is hereby deleted.

SECTION L:

a. Replace paragraph L.5.3.5 with the following narrative: "Cost for Subcontracted Services/Efforts. The Offeror shall provide an itemized list of subcontracted services/efforts over \$5,000 to include the subcontractor name, subcontract price, the Offeror's narrative description of each subcontractor's effort, and anticipated subcontract type (e.g. firm-fixed price, cost-plus-fixed-fee, etc.). For subcontracts in excess of \$700,000, the Offeror shall include the evaluation of the subcontractor's submission required by FAR 15.404-3 (b), and rationale for determining that the subcontract price is reasonable."

b. Revise paragraph L.7.4 to add the following sentence to the end of the existing paragraph: "Offerors must fill out the attachment with goals for this solicitation specifically, even if they are Other-Than-Small-Businesses (OTSB) submitting Comprehensive Subcontracting Plans in accordance with Section I of the solicitation."

c. Delete paragraph L.7.4.2.3.

d. Revise L.7.5 to change the title and add a reference to DFARS 252.219-7004.

SECTION M:

a. Revise paragraph M.8.1.2.b.2 to add a reference to DFARS 252.219-7004.

2. The proposal due date is not changed as a result of Amendment 0003.

*** END OF NARRATIVE A0004 ***

Solicitation No.: W56HZV-11-R-0322

Amendment No.: 0004

1. The purpose of Amendment 0004 is to replace the "PDF" version of Attachment 0007 (Component Level Mass Properties) with an "Excel" version.

2. The proposal due date is not changed as a result of Amendment 0003.

*** END OF NARRATIVE A0005 ***

Solicitation No.: W56HZV-11-R-0322

Amendment No.: 0005

1. The purpose of Amendment 0005 is to add the following clause to Section M - Evaluation Factors for Award:

- 52.245-4001 Evaluation of Use of Existing Government-Owned Property (Mar 1985)

2. If applicable to your offer, the information required under the above-mentioned clause is due no later than 1:00 PM EST on 5 Jan 12.

3. This Request for Proposals (RFP) is not re-opened or extended as a result of Amendment 0005.

*** END OF NARRATIVE A0006 ***

1. The purpose of Amendment 0006 is to make the following changes:

2. Section A:

A. In the Executive Summary, Revised Paragraph A.3 as follows:

FROM:

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"Each Contractor shall design, fabricate, and support Government testing of two JAB prototypes in the EMD phase by focusing on system design and integration of all subsystems and components on an M1A1 chassis using mature, low-risk technologies. The performance period will be 28 months with prototypes completed no later than 18 months after contract award. As part of data deliverables, contractors will be required to deliver a technical data package and design review package at the end of the EMD phase."

TO:

"Each Contractor shall design, fabricate, and support Government testing of two JAB prototypes in the EMD phase by focusing on system design and integration of all subsystems and components on an M1A1 chassis using mature, low-risk technologies. The performance period will be 28 months with prototypes completed no later than 18 months after contract award. As part of data deliverables, contractors will be required to deliver a design review package at the end of the EMD phase."

B. In the Executive Summary, Revised Paragraph A.4 as follows:

FROM:

"PHASE TWO: PRODUCTION The Production phase will be a firm-fixed price effort to deliver of an estimated 24 LRIP JAB Systems and 173 Production JAB Systems (for a total quantity of 197 JAB systems). In addition, the Contractor will be required to refurbish the two prototype assets from EMD and provide test support, provisioning, training manuals, new equipment training, and field support. The Government intends to award the Production contract in FY15. The estimated quantities for the Production phase (Low-rate Initial Production (LRIP) and Production quantities are as follows:"

TO:

"PHASE TWO: PRODUCTION The Production phase will be a firm-fixed price effort to deliver of an estimated 24 LRIP JAB Systems and 173 Production JAB Systems (for a total quantity of 197 JAB systems). In addition, the Contractor will be required to refurbish the two prototype assets from EMD and provide test support, provisioning, training manuals, new equipment training, field support, and a full Technical Data Package (TDP). The Government intends to award the Production contract in FY15. The estimated quantities for the Production phase (Low-rate Initial Production (LRIP) and Production quantities are as follows:"

C. In the Executive Summary, Revised Paragraph A.4.1:

FROM:

"The Government intends to conduct a best value source selection based on full and open competition for the Production phase. The EMD technical data package and design review package may be part of the evaluation criteria to select the Production Contractor. Therefore, any company that does not win an EMD contract but wants to compete for the Production contract will need to be prepared to submit a complete technical data package and design review package (as defined in EMD statement of work) as part of its Production proposal."

TO:

"The Government intends to conduct a best value source selection based on full and open competition for the Production phase. The EMD design review package may be part of the evaluation criteria to select the Production Contractor. Therefore, any company that does not win an EMD contract but wants to compete for the Production contract will need to be prepared to submit a complete design review package (as defined in EMD statement of work) as part of its Production proposal."

3. Section B is changed as follows:

A. Narrative B001 located within CLIN 1001AA is changed as follows:

FROM:

"Within Sub-CLIN 1001AA the Contractor shall include the price of providing the Contract Data Requirements List (CDRL) data deliverables specified in Section J, Exhibit A, except for A010 - Technical Data Package (to be separately priced). The Contractor shall also include the price of providing Contractor Manpower Reporting.

TO:

"Within Sub-CLIN 1001AA the Contractor shall include the price of providing the Contract Data Requirements List (CDRL) data deliverables specified in Section J, Exhibit A. The Contractor shall also include the price of providing Contractor Manpower Reporting.

B. ELIN A010 (Technical Data Package) has been deleted in its entirety.

C. ELIN A011 (Contractor's Standard Apps and Practices) has been deleted in its entirety.

Name of Offeror or Contractor:

4. Section C is changed as follows:

A. Remove Paragraphs C.4.5 through C.4.5.10 in its entirety.

5. Section H:

A. Added the following narrative:

H.2 PERFORMANCED BASED PAYMENTS*

H.2.1 Proposal and award will be based on the use of customary progress payments, in accordance with the Office of the Under Secretary of Defense for Acquisition, Technology and Logistics memorandum dated, April 27, 2011, Subject Cash Flow for Evaluating Alternative Financing Arrangements. Pursuant to the memo, after contract award, the contractor is encouraged to propose a performance based payment schedule to the Contracting Officer for consideration. If a proposed performance based payment schedule is desired by the contractor, the proposed performance schedule should be submitted which includes all performance based payment events, completion criteria, and event values along with the contractors expected expenditure profile, and any consideration being offered by the contractor for more favorable payment structure.

6. Section J, Exhibit A, Contract Data Requirements List will be changed in the model contracts by deleting CDRLs A010 and A011.

7. Section L is changed as follows:

A. Revised Paragraph L.5.1:

FROM:

The price volume shall include the offerors total proposed price for CLIN(s) 1001 and 1002 (ELIN A010).

TO:

The price volume shall include the offerors total proposed price for CLIN 1001.

B. Revised Paragraph L.5.2:

FROM:

"The Offerors shall provide the basis for establishing the proposed price for CLINs 1001 and 1002 (ELIN A010), 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)."

TO:

"The Offerors shall provide the basis for establishing the proposed price for CLIN 1001, 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)."

C. Revised Paragraph L.5.3:

FROM:

"In support of the Price Reasonableness determination, the Offeror shall provide the Offerors estimated direct costs relative to the proposed price for CLINs 1001 and 1002 (ELIN A010). The direct costs shall reflect what the Offeror expects its cost to be for the effort, rather than what the Offeror proposes to charge the Government in CLINs 1001 and 1002 (ELIN A010). The cost breakdown shall include the following cost element information."

TO:

"In support of the Price Reasonableness determination, the Offeror shall provide the Offerors estimated direct costs relative to the proposed price for CLIN 1001. The direct costs shall reflect what the Offeror expects its cost to be for the effort, rather than what the Offeror proposes to charge the Government in CLIN 1001. The cost breakdown shall include the following cost element information."

8. Section M is changed as follows:

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
1001	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
1001AA	<p><u>JAB ENGINEERING AND MFG DEVELOPMENT</u></p> <p>NOUN: EMD PROTOTYPES</p> <p>Sub-CLIN 1001AA is Firm-Fixed Price.</p> <p>Contractor shall accomplish the tasks in the Statement of Work in Section C.</p> <p>Within Sub-CLIN 1001AA the Contractor shall include the price of providing the Contract Data Requirements List (CDRL) data deliverables specified in Section J, Exhibit A. The Contractor shall also include the price of providing Contractor Manpower Reporting.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>The period of performance shall be in accordance with Section F, paragraph F.1.</p> <p>(End of narrative F001)</p>		LT	\$ _____	\$ _____
1002	<p><u>DATA ITEMS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall provide the data deliverables set forth in Section J, Exhibit A.</p> <p>(End of narrative A001)</p>				
A001	<p><u>MEETING AGENDA</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>INTEGRATED MASTER SCHEDULE</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A003	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>MEETING MINUTES</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A004	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>DEVELOPMENTAL DRAWINGS</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A005	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>EMD DESIGN REVIEW PACKAGE</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A006	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>SYSTEM REQUIREMENTS COMPLIANCE MATRIX</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A007	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>TECHNICAL REVIEW CRITERIA</u></p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A008	SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>ENGINEERING CHANGE PROPOSAL NOTIFICATION</u>			\$ ** NSP **	\$ ** NSP **
A009	SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>AS BUILT CONFIGURATION LIST</u>			\$ ** NSP **	\$ ** NSP **
A012	SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>RELIABILITY SCORECARD SELF ASSESSMENT</u>			\$ ** NSP **	\$ ** NSP **
A013	SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>R&M ENHANCED PROCESS</u>			\$ ** NSP **	\$ ** NSP **
A014	SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>DESIGN FAILURE MODE & EFFECT ANALYSIS REPORT</u>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A015	<p><u>RISK MANAGEMENT STATUS REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A016	<p><u>SYSTEM SAFETY PROGRAM PLAN</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A017	<p><u>SYSTEM SAFETY PROGRAM PROGRESS REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A018	<p><u>SAFETY AND HEALTH HAZARD ASSESSMENT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A019	<p><u>HAZARDOUS MATERIALS MGMT PROGRAM REPORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>
A020	<p><u>WELDING REPAIR AND WELDING PROCEDURE SPECS</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u></p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A021	INSPECTION: Destination ACCEPTANCE: Destination <u>PROCEDURE QUALIFICATION RECORDS</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A022	<u>WELDER QUALIFICATION RECORDS</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A023	<u>PUBS FOR OPERATION DURING PPOT</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A024	<u>TRAINING MATERIALS</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A025	<u>HUMAN FACTORS ENGINEERING ANALYSIS</u> SECURITY CLASS: Unclassified <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **
A026	<u>QUALITY PROGRAM PLAN</u> SECURITY CLASS: Unclassified			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A027	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>FINAL INSPECTION RECORD</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
A028	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>CERTIFICATION OF ATPD REQUIREMENTS</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
A029	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>TEST SUPPORT PACKAGE LIST</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
A030	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>PPOT FACAR</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
A031	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>STORAGE, EXERCISE AND MAINTENANCE PLAN</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
1003	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>CONTRACTOR MANPOWER REPORTING</u></p>			\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide the information required by the contract clause entitled CONTRACTOR MANPOWER REPORTING (CMR), TACOM Clause 52.237-4000 as reference in Section C.</p> <p>Unit Identification Code (UIC): W6DWAA</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (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 30 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 14 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	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	OCT/2010
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The following Xd item applies to this solicitation:

[X] 1. There is no Technical Data Package (TDP) included with this solicitation. However, see paragraph 3 and 4 below.

[] 2. The TDP for this solicitation is on a CD-ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource Locator (URL):

<http://contracting.tacom.army.mil/bidreq.htm>

[X] 3. This solicitation provides technical information related to the Government Furnished Property, hereinafter referred to as "TDP" within this clause. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: 1001

TDP Link (URL): <http://contracting.tacom.army.mil/majorsys/jab/jab.htm>

[X] 4. The controlled unclassified portion of the technical information, hereinafter referred to as 'TDP' within this clause, for this solicitation resides within FedBizOpps (<https://www.fbo.gov>), and is associated with this solicitation number. To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to <http://www.dlis.dla.mil/jcp/>

click on documents and follow instructions provided. Processing time is estimated at three working days after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to

Name of Offeror or Contractor:

destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to <https://www.fbo.gov/index> The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO.

g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at <https://www.fbo.gov> - on the right is User Guides - click on Vendor.

[End of clause]

C-3 52.211-4073 USE AND NON-DISCLOSURE AGREEMENT REQUIREMENT

OCT/2010

The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

[X] Available at <http://contracting.tacom.army.mil/majorsys/jab/Use%20and%20Non-Disclosure%20Agreement.pdf>

[] Available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at winslow.t.morrow.civ@mail.mil, or fax (586)282-4427. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP, contact the buyer.

[End of Clause]

C-4 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR)
(TACOM)

FEB/2007

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 manpower (including subcontractor manpower) 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) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);

Name of Offeror or Contractor:

(8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);

(9) Estimated 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 estimated 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]

C-5

52.239-4003

SECTION 508 CONFORMANCE

APR/2010

Under Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), federal agencies must give disabled employees and members of the public access to electronic information that is comparable to the access available to others. Section 508 requires that federal agencies' electronic and information technology (EIT) be accessible to people with disabilities. All EIT products and services purchased under this contract must conform to the Section 508 law by meeting all applicable accessibility standards.

The applicable accessibility standards are indicated in the Statement of Work and/or CLINs. See below for the list of accessibility standards. Only the standards referenced in the Statement of Work and/or CLINs apply to this contract.

Section 508 Accessibility Standards

1194.21 Software applications and operating systems.

(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.

(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.

(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.

(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.

(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.

(g) Applications shall not override user selected contrast and color selections and other individual display attributes.

(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.

(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.

(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.

(l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

1194.22 Web-based intranet and internet information and applications.

Name of Offeror or Contractor:

- (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
- (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
- (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
- (d) Documents shall be organized so they are readable without requiring an associated style sheet.
- (e) Redundant text links shall be provided for each active region of a server-side image map.
- (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
- (g) Row and column headers shall be identified for data tables.
- (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
- (i) Frames shall be titled with text that facilitates frame identification and navigation.
- (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.
- (l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.
- (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (l).
- (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
- (o) A method shall be provided that permits users to skip repetitive navigation links.
- (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

1194.23 Telecommunications products.

- (a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.
- (b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.
- (c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.
- (d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.
- (e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.
- (f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.
- (g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.
- (h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.
- (i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.
- (j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.
- (k) Products which have mechanically operated controls or keys, shall comply with the following:
 - (1) Controls and keys shall be tactilely discernible without activating the controls or keys.
 - (2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2 N) maximum.
 - (3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.
 - (4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.

1194.24 Video and multimedia products.

- (a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or

Name of Offeror or Contractor:

display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.

- (b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.
- (c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.
- (d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.
- (e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.

1194.25 Self contained, closed products.

- (a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach assistive technology to the product. Personal headsets for private listening are not assistive technology.
- (b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.
- (c) Where a product utilizes touch screens or contact-sensitive controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).
- (d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.
- (f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.
- (g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.
- (i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (j) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following:
 - (1) The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length.
 - (2) Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.
 - (3) Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.
 - (4) Operable controls shall not be more than 24 inches behind the reference plane.

1194.26 Desktop and portable computers.

- (a) All mechanically operated controls and keys shall comply with 1194.23 (k) (1) through (4).
- (b) If a product utilizes touch screens or touch-operated controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).
- (c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.

1194.31 Functional performance criteria.

- (a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.
- (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.
- (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.
- (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.
- (e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.
- (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that

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Name of Offeror or Contractor:

is operable with limited reach and strength shall be provided.

1194.41 Information, documentation, and support.

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

(End of Clause)

JOINT ASSAULT BRIDGE SCOPE OF WORK

- C.1 General
- C.2 Meetings, Reviews and Program Structure
- C.3 Systems Engineering
- C.4 Configuration Management
- C.5 Reliability, Availability, Maintainability (RAM) Program
- C.6 Risk Management
- C.7 Safety and Environmental
- C.8 Welding
- C.9 Integrated Logistics Support
- C.10 Human Factors Engineering
- C.11 Government Furnished Property
- C.12 Test and Inspection

C.1 GENERAL SCOPE

The scope of this contract is to design, build, and integrate a mechanism on the M1A1 chassis that will be used to launch and retrieve the Military Load Class (MLC)-85 Armored Vehicle Launched Bridge (AVLB) scissor bridge. The Contractor shall provide two prototype JAB Systems for delivery and provide test support during the Engineering & Manufacturing Development (EMD) Phase of this contract. The Contractor shall provide prototypes in accordance with the specifications of ATPD 2402 (Attachment 0001).

C.1.1 General Description

The JAB System shall provide a reliable, mobile, survivable, and sustainable gap crossing capability to the maneuver commander. The JAB shall utilize a turret-less Army M1A1 chassis (with the M1A2 Heavy suspension and Total Integrated Engine Revitalization (TIGER) engine) and a launch mechanism to launch and retrieve the Army MLC-85 AVLB.

The Government will furnish an M1A1 chassis and MLC-85 AVLB. The M1A1 chassis and MLC-85 AVLB are on the U.S. Munitions List and are subject to export controlled laws regulations.

C.1.2 General Requirements

The Contractor is responsible for the overall component selection, integration, design, development, fabrication, Contractor testing, support of Government testing, logistics product development, and configuration management to meet the requirements of this delivery order.

C.1.3 Data

The Contractor shall prepare deliverable program data in accordance with the format and content specified in the Data Item Descriptions (DID) and deliver data in accordance with the Contract Data Requirements List (CDRL). Unless otherwise stated, all data shall be submitted by email or by other electronic means mutually agreed to by both parties. Data submitted by email shall not exceed 10 megabytes (MB) in file size. Data over 10 MB shall be transmitted on a CD via regular mail or AMRDEC Secure Access File Exchange (SAFE) Web application.

C.1.4 Calendar

All contract references to days shall be recognized as calendar days, unless specifically identified as work days.

C.2 MEETINGS, REVIEWS, AND PROGRAM STRUCTURE

C.2.1 Participation/Logistics

Name of Offeror or Contractor:

The Contractor shall participate in the meetings, conferences and reviews required in this scope of work with Government attendance. Whenever possible, meetings shall be conducted by electronic means. Physical meetings shall be synchronized to minimize personnel resources and travel expenses.

C.2.2 Agendas

The Contractor shall submit an agenda and read-ahead package/briefing charts in Contractor format for all meetings, conferences, and reviews. The agenda for the Start of Work Meeting (SOWM) shall be jointly developed by the Government and Contractor (CDRL A001).

C.2.3 Integrated Master Schedule (IMS)

The Contractor shall deliver an IMS for the JAB EMD phase. The IMS shall include all milestones, system design and integration events, design meetings, Program Management Reviews, CDRL deliverable dates, test, modification, and logistics tasks required to complete the program within cost, schedule, performance, and supportability requirements. The Contractor shall maintain the IMS, present the IMS at each Program Management Review (PMR), explain all program slippages, and provide get-well plans within 30 days of discovery (CDRL A002). The Governments initial EMD schedule is provided as guidance in Attachment 0006.

C.2.4 Meeting/Conference/Review Minutes

The Contractor shall prepare and submit meeting minutes for all meetings, conferences, and reviews. Minutes shall include all issues, actions, CDRL progress, entrance and exit criteria accomplishments, program decisions, and intention of the next PMR or technical review (CDRL A003).

C.2.5 Contractor Start of Work Meeting (SOWM)

The Contractor shall conduct a Start of Work Meeting with Government attendance at TACOM in Warren, MI within 30 days after contract award. At the SOWM, the Contractor shall identify to the Government how they will manage all design, integration, fabrication, supportability, and risk throughout the EMD phase. As part of the SOWM, the Government and Contractor will form IPTs. IPTs and membership shall be assigned in the areas of the contract and program management, engineering, Integrated Logistics Support (ILS) (publications, packaging, training), quality assurance, safety, human factors/MANPRINT, and test. The SOWM will be the first Program Management Review (PMR).

C.2.6 Program Management Reviews (PMR)

The Contractor shall conduct quarterly PMRs at the Contractors facility, with senior-level program management participation. The Contractor shall present cost, schedule, performance, supportability, and risk status at each PMR and be prepared to discuss details with the Government. PMRs shall be held in conjunction with Technical Reviews when feasible to limit meetings.

C.3 SYSTEMS ENGINEERING**C.3.1 Developmental Drawings**

The Contractor shall provide the following drawings to the Government for review prior to the System Preliminary Design Review (PDR) and Critical Design Review (CDR) (CDRL A004) identifying:

- a. All proposed modifications to the M1A1 chassis
- b. Launcher/M1A1 chassis interfaces including joint and attachment details
- c. Launcher mechanism drawings
- d. Component Placement drawings for:
 1. Driver and Commanders station arrangements
 2. Components mounted or placed on top of the M1A1 chassis
 3. All other component placement drawings
- e. Electrical schematic(s)
- f. Hydraulic line routing diagrams/drawings
- g. Any armor added to the JAB chassis
- h. Driver and Commander vision (direct line of sight and using vision systems) under both open and closed hatch modes
- i. Automatic Fire Extinguishing System (AFES) layout to include placement and orientation of AFES sensors
- j. Communications equipment arrangement drawings
- k. Any items indentified by the Government during the Start of Work Meeting / System Requirements Review

C.3.2 Prototype Mockup

The Contractor shall provide full size physical prototype mockups for Government review at the User Jury Review and Critical Design Review (CDR). Items which are not available in their final form may be represented by wood, foam, cardboard, or other materials to represent the locations and dimensions of the items listed below:

- a. Component placement to include Driver and Commander station arrangement
- b. All armor added to the system
- c. All components that impact Driver and Commander vision
- d. Other items critical to human factors engineering

Name of Offeror or Contractor:**C.3.3 EMD Design Review Package**

The Contractor shall submit an EMD Design Review Package. The package shall include a technical report addressing the methods used and results achieved in carrying out the requirements of the EMD phase and methods planned to accomplish production requirements. The EMD Design Review Package shall include (CDRL A005).

- a. The final ABCL for each JAB upon test completion
- b. A list of all changes proposed for the production phase to include a performance and manufacturing risk assessment
- c. A summary of all test incidents and deficiencies discovered to include all FACARs and lessons learned
- d. Meeting minutes and resulting action item resolution from the PRR, SVR, and FCA
- e. The final System Requirements Compliance Matrix including achieved performance during testing
- f. Details of the diagnostics integrated into the EMD prototypes and any changes or additional integration planned for the production units
- g. A listing of all parts used that are already provisioned (have NSNs assigned)
- h. Final Risk Management Status Report in accordance with CDRL A015

C.3.4 System Requirements Compliance Matrix

The Contractor shall develop a requirements compliance matrix that tracks the current compliance with all ATPD 2402 requirements. This matrix shall be developed as estimates and shall be updated to reflect actual performance as development and test progress. The matrix shall follow the sequence and format of ATPD 2402, Table 1 and clearly depict if the data is an estimate or actual performance. The supporting documentation used to populate the requirements compliance matrix shall be available to the Government and discussed at PMRS as well as technical reviews (CDRL A006).

C.3.5 Technical Reviews

The Contractor shall provide evidence that all entrance criteria have been met before each of the following technical reviews per Attachment 0002. The technical reviews will not be considered complete until all exit criteria have been met and approved by the Government (CDRL A007).

C.3.5.1 Preliminary Design Review (PDR)

The Contractor shall conduct a PDR at the Contractor's facility with Government attendance no later than 90 days after the SOWM to conduct a technical review of the allocated baseline to ensure the system can meet the requirements of ATPD 2402 before proceeding to a more detailed design. The Contractor shall present preliminary designs to include the Developmental Drawings and System Requirements Compliance Matrix for the JAB prototype systems.

C.3.5.2 User Jury Review

The Contractor shall support a User Jury Review at the Contractors facility at least 60 Days prior to CDR to allow Soldiers to review the Contractors prototype mockup and proposed configuration of the prototype.

C.3.5.3 Critical Design Review (CDR)

The Contractor shall conduct a CDR at the Contractors facility with Government attendance no later than 270 days after SOWM to conduct a technical review of the product baseline to ensure the system can meet the requirements of ATPD 2402 before finalizing design. The Contractor shall present their preliminary designs to include the Developmental Drawings and System Requirements Compliance Matrix for the JAB prototype systems. The CDR shall be conducted prior to initiation of fabrication/build. Any fabrication/build initiated prior to CDR shall require written approval from the PCO.

C.3.5.4 Pre-Test Readiness Review (Pre-TRR) and TRR

The Contractor shall conduct a Pre-TRR at the Contractors facility no later than 30 days before test asset delivery to provide assurances that the test requirements can be performed within the stated schedule. The Contractor shall provide subject matter expertise for the Government conducted TRR at Aberdeen Proving Ground (APG), within 5 days after test asset delivery.

C.3.5.5 Production Readiness Review (PRR)

Following the completion of Pre Production Qualification Test (PPQT), the Contractor shall conduct a PRR to determine if the design is ready for production and if the Contractor and major subcontractors have accomplished adequate production planning without incurring unacceptable risks that will breach thresholds of schedule, performance, or cost. The PRR shall be conducted no later than 45 days after PPQT completion.

C.3.5.6 System Verification Review (SVR)

Concurrent with the PRR, the Contractor shall conduct an SVR, a multi-disciplined product and process assessment to ensure the JAB meets the functional requirements documented in ATPD 2402.

C.3.5.7 Functional Configuration Audit (FCA)

Concurrent with the PRR, the Contractor shall conduct an FCA, the formal examination of the as-tested characteristics of the JAB System with the objective of verifying that the actual performance complies with design and interface requirements in the functional baseline. The FCA shall be a review of the JAB System test/analysis data, including software unit test results, to validate the intended function or performance stated in ATPD 2402 is met.

Name of Offeror or Contractor:**C.4 CONFIGURATION MANAGEMENT (CM)****C.4.1 CM Program**

The Contractor shall establish a CM program for Configuration identification, control, status accounting, verification, audit, and data management of the JAB System.

C.4.2 Configuration Management Standards

The Contractor is encouraged to use Government Electronics and Information Technology Association (GEIA) EIA-649-A, National Consensus Standard for Configuration Management; GEIA-859, Data Management; and DoD MIL-HDBK-61A (SE), Configuration Management Guidance, as references for CM and Data Management (DM).

C.4.3 Configuration Control**C.4.3.1 Engineering Change Proposal (ECP) Notification**

The ECP shall provide detailed technical, economic, design, and/or production reasons for the proposed requirement change, the cost of potential resolution, and the effect of the resolution on other requirements. After the CDR is completed, the Contractor shall submit an ECP for notification of any Class I Engineering Change (CDRL A008). An Engineering Change is considered Class I when it affects:

- a. Performance
- b. Reliability, maintainability or survivability.
- c. Weight, balance, moment of inertia.
- d. Interface characteristics.
- e. Electromagnetic characteristics.
- f. Other technical requirements in the specifications. Government Furnished Property (GFP).
- g. Safety.
- h. Compatibility or specified interoperability with interfacing Configuration Items (CIs), support equipment or support software, spares, trainers or training devices/equipment/software.
- i. Interchangeability, substitutability, or replaceability as applied to CIs, and to all subassemblies and parts except the pieces and parts of non-reparable subassemblies.
- j. Sources of CIs or repairable items at any level defined by source- control drawings.
- k. Skills, manning, training, biomedical factors or human-engineering design.
- l. Deliveries.
- m. Scheduled milestones.

C.4.4 As-Built Configuration List (ABCL)

The Contractor shall submit an ABCL (CDRL A009) for each JAB System delivered in the EMD phase. The GFP shall be listed as a single item (no indenture of M1A1 chassis or MLC-85 AVLB required). In addition to the requirements in DI-CMAN-81516(T), the ABCL shall include:

- a. Material Specification
- b. Technical Specifications/Standards
- c. Finish Requirements

C.4.4.1 Part Numbers

The ABCLs shall be prepared in an indenture level sequence down to the lowest component piece part level. The Contractor shall maintain and deliver configuration records to cross-reference any re-identified or re-marked part number & CAGE to the original manufacturer part number CAGE, or specification-identified part number CAGE, and vice versa. (CDRL A009).

C.5 RELIABILITY, AVAILABILITY, MAINTAINABILITY (RAM) PROGRAM**C.5.1 Reliability Scorecard Assessment**

The Contractor shall complete reliability program scorecard self assessment by completing Attachment 0003. The Contractor shall provide the completed scorecard and all supporting documentation (CDRL A012).

C.5.2 R&M Program Management

An R&M management program shall be established and maintained throughout the program cycle. The program shall require analysis and predictions that assess and improve the JAB design's ability to achieve the R&M requirements of ATPD 2402 and develop essential information for the development of the JAB logistics support package. The report (CDRL A013) shall contain the following:

- a. Product Description: a succinct description which accurately reflects the system being reported on such as physical characteristics and interface boundaries.
- b. R&M Requirements: the rationale for the requirements and the Contractors progress towards meeting the customers requirements. It shall include the latest prediction of the products R&M. Changes from previous status reports shall be highlighted.

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- c. R&M Risk Area: identify the risk areas associated with the product satisfying the R&M requirements and how these risks have been managed since the last status report.
- d. R&M Program Changes: identify the changes made to the R&M program since the last status report and any intended changes in the remaining period prior to delivery of the product.
- e. R&M Evidence: summarize the evidence gathered during the program from R&M activities undertaken. This section shall discuss the status and outcomes of R&M activities, especially the identification, analysis, classification, and mitigation of failure modes.
- f. R&M Claims: provide a reasoned argument why each of the requirements will be met in service, based on the evidence and any assumptions. All assumptions shall be listed explicitly.

C.5.3 R&M Predictions

The Contractor shall perform R&M predictions and compare results with R&M requirements in ATPD 2402(CDRL A013).

C.5.4 Design Failure Mode and Effect Analysis (DFMEA)

The Contractor shall provide the Government with a DFMEA for launcher, launcher sub-systems, launcher to M1A1 chassis interfaces, and launcher to MLC-85 AVLB interfaces (CDRL A014).

C.5.5 Availability

Aberdeen Test Center will collect data on parts availability during Government test.

C.6 RISK MANAGEMENT

The Contractor shall identify, monitor, and mitigate all program risks, and track risk elements to completion/closure in a Risk Management Status Report. Resolved risks shall be archived on the report after Government approval (CDRL A015).

C.7 SAFETY AND ENVIRONMENTAL

C.7.1 Safety Engineering Principles

The Contractor shall apply the standard safety practices in accordance with MIL-STD-882 during the design and/or modification of the JAB System and its components. System design and operational procedures shall be developed with the following considerations in C.7.1.1 7.1.5:

C.7.1.1 Identify Hazards and associated causal factors within the system by conducting Safety and Occupational Health analyses. Analysis shall be to the functional depth necessary to identify logical, practical, and cost-effective mitigation techniques and requirements for each causal factor. This analysis shall also consider all hardware, software, environmental, and human factor interfaces as potential contributors in all phases of operation: maintenance, transport, training, and test.

C.7.1.2 Derive safety-specific hazard mitigation requirements to eliminate or reduce the likelihood of each causal factor. Provide engineering evidence (through appropriate inspection, analysis, and test) that each mitigation safety requirement is implemented within the design and the system functions as required meeting safety goals and objectives.

C.7.1.3 Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, steps shall be taken to control or minimize those hazards.

C.7.1.4 Locate equipment components and controls so that access to them by personnel during operation, maintenance, or adjustments shall not require exposure to hazards. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions. Examples of hazards to be considered include, but are not limited to: high temperature, chemical burns, electrical shock, cutting edges, sharp points, and toxic fumes above established threshold limit values.

C.7.1.5 Ensure that suitable warning and caution notes are included in instructions for operation, maintenance, assembly, and repairs. Ensure distinct markings are placed on hazardous components of the equipment.

C.7.2 System Safety Program Plan

The Contractor shall prepare a System Safety Program Plan (SSPP) (CDRL A016). The Contractor SSPP shall detail the tasks and activities of system safety management and system safety engineering required to identify, evaluate, and eliminate or control hazards throughout the system life cycle. In addition to the requirements of DI-SAFT-81626, the SSPP shall describe the Contractor's plans to incorporate the JAB System Safety Program Requirements as defined in ATPD 2402.

C.7.3 Hazard Tracking System (HTS)

The Contractor shall develop and maintain a method or procedure to document and track hazards for identification until the hazard is eliminated or the associated risk is reduced to a level acceptable to the Government. The HTS shall contain as a minimum: a description of each potential or actual safety and health hazard of the JAB System, the cause and effects of the hazard, when the hazard may be

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expected to occur under usual and unusual operating or maintenance conditions, and status of each hazard. The Contractor shall identify actions taken to mitigate the risk associated with the hazards and categorize the risk before and after mitigation in accordance with MIL-STD-882. MIL-STD-882 revision C (prior version) provides further information that may be used for guidance. The Contractor shall identify if the hazard is software related. Mitigation actions include recommended engineering controls, safety features or devices, warning devices and procedures and training. Examples of hazards to be identified in the HTS include, but are not limited to: sharp edges/moving parts hazards, physical hazards (e.g. extreme temperatures, acoustical energy, ionizing and non-ionizing radiation, etc.), chemical hazards (e.g. flammables, corrosives, carcinogens, etc.), toxic fumes (exhaust emissions), electrical hazards, noise, whole-body vibration, compliance issues with regulatory organizations, generation of hazardous wastes, biological hazards, fire prevention issues, and ergonomic hazards.

C.7.3.1 Disposition and Closeout

All hazards must receive final disposition by the Government. The Contractor shall perform any redesign required due to a hazard and the adequacy of the design change shall remain the responsibility of the Contractor. All hazards closed out in the log shall contain the signature of the Government official who authorized the closeout.

C.7.4 System Safety Program Progress Report (SSPPR)

The Contractor shall prepare a System Safety Program Progress Report (SSPPR) in accordance with DI-SAFT-80105B and CDRL A017. The SSPPR shall detail/document any hazard analysis performed since the last delivery of the SSPPR as well as changes incorporated into the system design to enhance safety and to mitigate hazards identified. The SSPPR shall include updates from the Hazard Tracking System, to include new hazards and work accomplished on previously identified hazards since the submission of the last report.

C.7.5 Safety Assessment Report (SAR)

As a result of system safety analyses, hazard evaluations, and Government or independent testing, the Contractor shall perform and document a safety and health hazard assessment. The safety and health hazard assessment shall identify all known safety and health features of the hardware, software, system design, and inherent hazards and shall establish operational/maintenance procedures and/or precautions to be observed by Government test agencies and system users. The Contractor shall prepare the SAR in accordance with CDRL A018, including the information contained in the HTS. In addition to the requirements of DI-SAFT-80102B, the Contractor shall also identify safety and health hazards associated with the system to include any modifications as described in the following sections.

C.7.5.1 Hazardous Materials

A list of hazardous materials used in or on the system shall be included in the SAR and identified by chemical name, common or trade name, NSN (if applicable), physical form and manufacturer/supplier. The list shall annotate the location in the JAB System of the hazardous materials, the conditions under which hazardous materials pose a health threat, and the recommended disposal actions. Highly toxic or carcinogenic materials as defined in 29 CFR 1910.1200 shall not be used in the manufacture or assembly of the system without PCO approval.

C.7.5.2 Radioactive Materials

If radioactive materials must be utilized in the system, the following analysis shall be included as part of a request for PCO approval: establish justification why these materials are the only means of meeting military operational requirements; provide sufficient data to permit the Government to secure a license for the radioactive material; and describe design and procedures required to minimize hazards to personnel during manufacture, use, transportation, and disposal. The Contractor shall specify the following information and procedural controls for each item containing radioactive material: marking of the item(s); ultimate disposal method; NSN and part nomenclature of each radioactive item; NSN of all end articles containing the radioactive item; total number of radioactive items per end article; the total number of radioactive items to be procured (including spares); and, a Material Safety Data Sheet.

C.7.5.3 SAR Updates

In the event the JAB System is modified or operational/maintenance procedural changes are made, the Contractor shall update the SAR to reflect those modifications or changes. The Contractor shall submit an updated SAR in accordance with CDRL A018. After this second SAR delivery, the Contractor shall provide updated SAR change page notices within 30 days after any new modification or change is implemented. In addition, the Contractor shall immediately notify the PCO and Contracting Officers Representative (COR) (within 24 hours) via phone and email if new hazards or increased risk/hazard probability levels are identified while Government testing of the JAB System is ongoing.

C.7.6 JAB System Safety Working Group (JSSWG)/Safety Review Support

The Contractor shall provide representation at the JSSWGs, which will be held in conjunction with Quarterly PMRs. The JSSWG is a PM chartered advisory group dedicated to addressing safety issues and supporting the Program Manager in implementing the System Safety Program.

C.7.7 Hazardous Materials Management Program (HMMP) Report

The Contractor shall prepare an HMMP Report which shall identify all hazardous materials required for system manufacture, assembly, operation and sustainment, including the parts/processes that require them. This report shall be prepared in accordance with National Aerospace Standard 411, section 4.4. (Exception to NAS 411 Section 4.4.1: Hazardous materials used in system manufacture and assembly shall be identified in the report in addition to those hazardous materials delivered and required for operation and support). The report shall include a listing of prioritized hazardous materials for minimization/elimination, and identify those hazardous materials/processes for which non-hazardous substitute materials/technologies may be available for implementation. The HMMP Report

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shall specify which phase (manufacture, operation, and/or sustainment) that each material is required for. Status, changes, or issues with the HMMP Report shall be discussed as a part of each technical review and program management review (CDRL A019).

C.8 WELDING**C.8.1 Welding Procedures**

The Contractor shall develop Weld Repair Procedures and Welding Procedure Specifications (WPS) (CDRL A020), Procedure Qualification Records (PQRs) (CDRL A021), Welder Qualification Records (WQR) (CDRL A022) in accordance with welding code(s) as specified in ATPD 2402 Table 3: Welding Standards. The Contractor shall follow the appropriate welding standard scope to qualify the welding and weld repair procedures. The Contractor shall prepare weld samples and test the weld procedure for qualification in accordance with the appropriate standard. Changes to the Weld Repair Procedures and WPS, PQR, or WQR will require requalification and shall be submitted as part of the CDRL. The use of pre-qualified weld joints as specified in American Welding Society (AWS) D1.1 does not preclude submittal of welding procedures.

C.8.1.1 Previously Qualified Procedures

If the Contractor previously qualified welding procedures under another DOD contract, and wants approval to use these procedures, the Contractor shall submit a written request to the PCO prior to prototyping or build. The following requirements shall be met and documentation shall be provided (CDRL A020, A021, and A022):

- a. The weld procedure was qualified by destructive testing and approved on a previous DOD contract and the essential variables are within the tolerance as specified in the applicable welding standard(s) for the current contract.
- b. The Contractor has certified welders and equipment to the qualified procedures in accordance with the applicable welding standard(s).
- c. There was no break in production for more than six months at the facility where the procedures were used.
- d. A favorable quality history with regards to weld quality on the previous contract where the procedures were used.

C.8.1.2 Welding Repair Procedures

The Contractor shall provide written repair procedure(s) identifying proper technique and approach to correct defective product and obtain Government approval of the procedure prior to repair of defective parts (CDRL A020).

C.8.1.3 Armor Welding Procedures

Prior to manufacturing, the Contractor shall develop welding procedures for steel structures that utilize carbon or low alloy steels that are 1/8 inch (3mm) or thicker with a minimum specified yield strength greater than 100ksi (600MPa) in accordance with the Ground Combat Vehicle Welding Code for Steel, and for aluminum armor material that is covered under AWS D1.2 and submit the Contractor's version to the Government for approval (CDRL A020 and A021).

C.8.1.4 Structural Welding Procedures

Non-armor and structural welding design shall be performed by the Contractor and will ensure that all steel, aluminum, titanium, and stainless steel weldments meet the design and fabrication requirements in American Welding Society (AWS) D1.X.XX (DOD Adopted) or a PCO approved equivalent. The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures (CDRL A020 and A021).

C.8.2 Non-Destructive Testing (NDT)**C.8.2.1 Nondestructive Critical Weld Joint Inspection**

The Contractor shall clearly identify all critical joints required for NDT other than visual inspection (CDRL A020). Procedures shall be made available upon request by the Government.

C.8.2.2 Nondestructive Inspectors

When NDT is required, the inspectors shall be qualified IAW the current edition of American Society for Nondestructive Testing Recommended Practice No. SNT-TC-1A. Only individuals qualified for NDT LEVEL I and working under the NDT LEVEL II or individuals qualified for NDT LEVEL II may perform nondestructive testing except visual examination. The NDT personnel need not be an AWS Certified Weld Inspector (CWI). The Contractor shall make available all NDT personnel qualification records upon request by the Government.

C.8.2.3 Nondestructive Testing Acceptance Criteria for Armor Material(s)

When NDT is required for ballistic welds the procedures and acceptance criteria shall be IAW TACOM Ground Combat Vehicle Welding Code drawing number 19207-12479550 for steel and AWS D1.2 for aluminum.

C.8.2.4 Nondestructive Testing Acceptance Criteria for Non Armor and Structural Material(s)

When NDT is required for non-armor and structural material(s) the acceptance criteria shall be as stated in the applicable code. The acceptance criteria differ based on the design loads. The Contractor shall state what joints are critical load bearing members and clearly identify these weldments for inspection purposes (CDRL A020). In the case of critical structures, the acceptance criteria for cyclic loads will be as stated in AWS D1.1 and Class II structures for Aluminum welds IAW AWS D1.2.

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The Contractor shall ensure that all welding equipment (gauges and meters), including subcontractors' welding equipment, used in the performance of this contract have been certified and calibrated annually in accordance with the weld standards in ATPD 2402 Table 3. Upon Government request, the Contractor shall make available equipment calibration documentation.

C.8.4 Welding Inspectors

During performance of this contract, the Contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. The Contractor shall make available all personnel qualification records upon request by the Government. The inspectors must meet at least one of the requirements below:

- a. Current Certification in accordance with AWS, Certified Welding Inspector (CWI), qualified and certified in accordance with provisions of AWS QC1, Standard for AWS Certified Welding Inspector; or
- b. Current certified Welding inspectors qualified by the Canadian Welding Bureau (CWB) to Level II or the Level III requirements of the Canadian Standards Association Standard W 178.2 Certification of Welding Inspectors; or
- c. An individual who, by experience, and/or education, in metals, fabrication and testing, is competent to perform inspection with written approval from the PCO.

C.9 INTEGRATED LOGISTICS SUPPORT**C.9.1 Publication for Operation**

The Contractor shall provide a Preliminary Technical Manual (PTM) for JAB Operation during Pre-Production Qualification Test (PPQT) (CDRL A023). The PTM shall be for the entire JAB system. The Contractor shall write the PTM to an eighth grade reading level.

C.9.2 Training

The Contractor shall provide 80 hours of operator training (2 classes at 40 hours each) at the Aberdeen Test Center for 12 Government personnel (6 per class) for PPQT. Training shall consist of safety precautions, equipment familiarization, operator Preventative Maintenance Checks and Services (PMCS), proper operating procedures, operator training and all necessary materials and equipment required to support testing of the JAB. The Preliminary Technical Manual and training materials shall be provided to supplement training (CDRL A024).

C.9.2.1 Training Requirements

The Contractor shall provide certified instructors for all training related to the JAB System. Instructor certification shall be established by: Army Certification (Instructor's Training Course), or by a civilian certification program through public or private certification process, or by a documented Contractor certification program that will be verified by the TACOM Training Manager.

C.10 HUMAN FACTORS ENGINEERING (HFE)

The Contractor shall assure that the system design is consistent with the capabilities and limitations of the fully equipped Soldier to operate, maintain, supply, and transport it in its operational environment, consistent with tactical requirements and logistical capabilities. The scope of the HFE analysis, design and test activities shall include compensation for the effects of personal equipment; clothing; protective gear; extremes of natural environment including atmospheric, degraded visibility, thermal, and terrain conditions as defined by system requirements; workload contingencies; and combat training scenarios for each deployment mode and intended duty cycle (normal, sustained, and emergency). The Contractor shall evaluate the system to assess capability to maximize system and human performance and combat effectiveness and identify any shortfalls and implement appropriate resolutions.

C.10.1 Human Factors Engineering Analysis (HFEA)

The Contractor shall perform and deliver an HFEA (CDRL A025). The HFEA shall describe the status of the systems human factors engineering program and contain adequate data to support the Contractors assertions that the system meets the human factors engineering requirements for Milestone Decision and Design Reviews. The Contractor shall identify HFE shortfalls or issues and implement appropriate resolutions. The Contractor shall maintain a database of the issues and provide updates per the CDRL. As guides for managing the HFE program, the Contractor may use MIL-STD-1472, Human Engineering Design Criteria for Military Systems Equipment and Facilities, and MIL-STD-1474, Noise Limits Design Criteria for Military Systems Equipment and Facilities.

C.11 GOVERNMENT FURNISHED PROPERTY (GFP)

In accordance with Attachment 0005, the following GFP will be provided to the Contractor within 30 days after SOWM (provided all requirements to receive GFP are met):

- a. M1A1 chassis as the mobility platform, PN12304661-2.
- b. The existing Army MLC 85 AVLB, NSN 5420-01-390-3933
- c. M1A1 chassis Basic Issue Items (BII) and Components of the End Item (COEI)
- d. AVLB BII

The Contractor shall incorporate all GFP into the JAB System in accordance with ATPD 2402. The Contractor shall securely store all GFP.

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C.11.1 Abrams Chassis and AVLB BII and COEI

The Government will provide one set of BII/COEI for each M1A1 chassis. One set of AVLB BII be provided with each bridge. A list of the M1A1 chassis and AVLB BII/COEI and publications is provided as Attachment 0005.

C.11.2 Abrams Chassis Government Furnished Information

Supplemental training materials will be provided to the Contractor concurrent with GFP M1A1 chassis delivery.

C.11.3 Contractor Requirements for Operating GFP*

The Contractor shall have US Army trained and experienced Abrams chassis operators. These operators shall have held the Military Occupation Specialty of 19K, or equivalent to 91A (45E, 63E). The Contractor shall ensure that potential operators possess an original copy of their DA 348 (not recreated), which reflects Abrams chassis training and experience. Licenses for these qualified operators will be issued by US Army TACOM. The Contractor shall provide proof of operator(s) qualifications at the SOWM.

C.11.4 GFP Supplemental Training

The Contractor shall attend Government provided familiarization training upon delivery of GFP. The Government will show differences between the M1A1 Main Battle Tank and the M1A1 chassis provided as GFP. The supplemental training will not exceed 40 hours. The Contractor shall provide a list of attendees to the Government at the SOWM confirming the students are U.S. Citizens or possess a permanent resident alien status for export controlled materials.

C.11.5 Government Technical Support for GFP

The Government will provide technical representatives for the GFP at the Contractors site if there are chassis or AVLB failures during the Contractor design phase. The Contractor shall notify the COR of any failures within 24 hours via email or phone call.

C.11.6 Preventive Maintenance for Abrams Chassis and AVLB

The Contractor shall conduct Preventive Maintenance Checks and Services (PMCS) outlined in the Abrams and AVLB operator manuals.

C.11.7 Government System Support Package

The Government will provide a system support package (SSP) for the M1A1 chassis and the AVLB bridge to be securely stored at the Contractor's facility during the design effort. A list of the parts for the M1A1 chassis and AVLB SSP will be provided at the JAB SOWM and delivered with the GFP. . The package will be utilized by the Government technical representatives to support the chassis and AVLB. The Contractor may use parts from the SSP to keep the vehicle operational, upon written authorization from the PCO. The Contractor shall deliver the remaining SSP items to the test site concurrent with prototype delivery.

C.12 QUALITY

C.12.1 Quality Program Plan

The Contractor shall develop a Quality Program Plan acceptable to the Government for all supplies and services to be provided under this contract. The Quality Program Plan shall address software and hardware contractual requirements. The quality manual/program plan shall follow the guidance of ISO-9004 section 4.2 (CDRL A026).

C.12.1.1 Subcontractor Quality Assurance

The Contractor shall have a subcontractor Quality Assurance Program that defines the appropriate ISO-9000 series or Government approved equivalent quality program requirements for each supplier. The Contractors supplier Quality Assurance Program shall assure each supplier has a documented quality program and documents control plans, conducts source inspections or receiving inspections, and initiates investigations for manufacturing and test problems. The Contractor's plan shall include provisions for periodic audits (CDRL A026).

C.12.1.2 Acceptance of Subcontractors Quality Assurance Plan

The Contractor shall review and document acceptance of their subcontractors quality assurance plans. The Contractor shall make documentation available for review upon Government request. Government audits will be at the direction of the Government Procuring Activity.

C.13 TEST AND INSPECTION

C.13.1 Inspection & Test Equipment

The Contractor shall make inspection equipment available to the Government Inspector during Government in-process or end item inspection. The Contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that end item components conform to contract requirements. Upon completion of the inspection by the Government Inspector, all inspection equipment shall be returned to the Contractor.

C.13.2 Prototype Inspection Overview

Prior to delivery to the Government, the Contractor shall conduct inspections and tests for the prototype JABs in accordance with ATPD

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2402.

C.13.2.1 In-Process Inspection

During fabrication of the prototype JABs, the Government shall have access to the Contractors or subcontractors facility to perform in-process inspections in accordance with ATPD 2402.

C.13.2.2 Pre Production Unit Inspection (PPUI)

Prior to delivery of the prototypes, the Contractor shall conduct PPUI in accordance with ATPD 2402.

C.13.2.3 Final Inspection Record (FIR)

The Contractor shall prepare a FIR in Contractor format to be used during Quality Conformance Inspection (QCI) in accordance with ATPD 2402. The FIR shall list each characteristic or function inspected or tested, and the relationship to the contract requirement (CDRL A027). Deficiencies disclosed and corrective action taken during inspection by the Contractor or the Government shall be described in writing on the Deficiency Sheet attached to the FIR. The Contractor shall perform 100% final inspection of the end item in accordance with the requirements of ATPD 2402 utilizing the Government approved FIR.

C.13.3 Certifications to ATPD 2402 Performance Requirements

The Contractor shall provide the certifications specified by ATPD 2402 (CDRL A028).

C.13.4 Government Test Overview

The Government conducted test and evaluation consists of series of tests and analyses to be conducted during PPQT in accordance with ATPD 2402. The Contractor shall correct all performance, manufacturing, and quality defects discovered during PPQT.

C.13.4.1 Pre-Production Qualification Test (PPQT)

The Government intends to conduct PPQT for no more than 180 days. PPQT will be conducted for up to 166 days at Aberdeen Test Center, Aberdeen, Maryland and up to 14 days at White Sands Missile Range (WSMR), New Mexico. The Government will conduct performance testing in accordance with ATPD 2402. The Government has the right to modify or waive any test requirement listed in ATPD 2402.

C.13.4.2 Test Support

C.13.4.2.1 Test Support Package (TSP) List

The Contractor shall provide TSP lists for PPQT (CDRL 029). The PPQT TSP list shall identify quantities of supplies needed for the testing of two JAB launcher mechanisms. Petroleum, Oils and Lubricants (POL) shall not be included in the TSP list. The TSP shall include the following:

- a. Spare/repair parts. All items required to support the service intervals defined in the technical manuals
- b. Peculiar/common/special tools.
- c. Basic Issue Items.
- d. All parts the Contractor determines to have a high failure rate
- e. All long lead items that have the potential to significantly cause delays during test (in the event of failure)

C.13.4.2.2 TSP

The Contractor shall assemble, furnish and ship (to include packing, packaging and transportation) the TSPs. The TSPs shall consist of items listed on the TSP lists. The Contractor shall resupply items consumed during test to ensure test continuity within forty-eight (48) hours of usage.

C.13.4.2.3 Contractor Test Support Representative

Contractors shall not be permanently located at the test site. In the event of a failure, the Contractor shall provide a test support representative at the test site within two hours of being notified by the Government. A Government escort is required at all times during a test site visit. At a minimum, the Contractor shall provide the following test services:

- a. Troubleshooting and correcting all failures.
- b. Coordination of vendors required to fix any failures or test incidents.
- c. Shipping and tracking the return of items to off-post repair facilities.

C.13.4.2.4 Maintenance

The Government will operate the JAB Systems during PPQT but the Contractor shall perform all maintenance of the JAB Launcher System and Contractor modifications to the chassis. All maintenance shall be conducted in the presence of the Government personnel. The Contractor shall sustain equipment in a mission capable status and perform maintenance both preventive and corrective in nature. The Contractor shall perform maintenance which entails inventory, cleaning, inspecting, preserving, lubricating, adjusting, and testing as well as fault isolating and replacing parts and components. The Contractor shall replace the failed component, assembly, or module to return the system to an operational status.

C.13.4.3 Test Deficiencies

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C.13.4.3.1 R&M Data Collection, Failure Reduction, and Corrective Action Program

The Contractor shall establish and maintain a system which monitors and supports JAB R&M performance during Government testing through data collection and responsive evaluation of test incidents, to include failed part analyses, and invoking and tracking necessary corrective actions to the systems' design.

C.13.4.3.2 Failure Analysis and Corrective Action Reporting System (FACARs)

The Contractor shall be responsible for accessing the Army Test Incident Reporting System (ATIRS) database at Aberdeen Test Center (ATC) to obtain the Test Incident Reports (TIRs) generated on the equipment during the government tests. TIRs are the means by which data collected during government testing will be reported. Information on access to ATIRS, and points of contact at ATC are available on the web at: <http://www.vision.atc.army.mil>. The Contractor's date of receipt of the TIR shall be defined as the day the TIR is posted to the database. Upon acquiring a TIR, the Contractor shall assess the failure, and shall furnish a Failure Analysis and Corrective Action Report with the proposed corrective action to prevent or minimize the probability of incident recurrence. The proposed corrective action will be submitted to the FACAR review board for approval and the Contractor will input the approved corrective action report to the ATIRS database through the web. The ATIRS database access for the corrective action reporting will be gained by applying to the ATC website as shown above (CDRL A030).

C.13.4.3.2.1 FACARs are not required for TIRs that are charged to the following (in data block 43): Crew, Maintenance Personnel, and Hardware/Government Furnished Equipment, unless directed by the Government.

C.13.4.3.3 Retest

In the event of a JAB System test defect/failure, the Government reserves the right to retest the JAB System upon correction of the defect(s)/failure(s), at no additional cost to the Government. The Contractor shall be responsible for delays in the program test period resulting from JAB System failures determined to be a result of the integration effort or failure to adequately or timely furnish parts support, and the Government shall have the right to extend the specified program test period accordingly. The Contractor shall continue to provide test support for the extended test period.

C.13.4.3.4 Scoring Conferences/Corrective Action Review Board (CARB) Meetings

C.13.4.3.4.1 Scoring Conference

During and after Government testing, Scoring Conferences will be held to review and independently score TIRs. The Contractor will not attend the actual scoring of the TIRs.

C.13.4.3.4.2 CARB Meetings

During and after Government testing, CARB meetings will be held to review the functional/performance failure data and corrective action status of TIRs which require a Contractor response. The CARB meeting results shall be consistent with scoring conference data. Contractors will be able to attend the meetings to present information, evidence, or opinions that the Government should consider when assessing corrective actions.

C.13.4.3.4.2.1 CARB Meeting Agenda

The Contractor shall provide an electronic CARB Meeting agenda prior to all CARB meetings (CDRL A003). It shall contain at a minimum the following information: TIR, Revision Number, Date Occurred, Original Release Date, Release Date, Title/Maintenance Description, Incident Class, and Chargeability. Official CARB meeting minutes will be provided by the Contractor (CDRL A001).

C.13.4.3.4.3 Assessment Conference

After PPQT, the Government will conduct a final Assessment Conference to review all TIRs, Scoring, and associated FACARs. The Contractor will not attend the Assessment Conference. The Government will provide the results of the Assessment Conference to the Contractor.

C.13.5 Care and Storage Prior to Shipment

The Contractor shall securely store, exercise, and maintain all JAB Systems and test support packages until shipment to assure that the JAB Systems remain in an acceptable condition. The Contractor shall develop a storage, exercise, and maintenance plan with a Quality Assurance Identifier in accordance with CDRL A031. The plan schedule shall include instructions for exercising, inspecting and replacement of components during storage and prior to shipment and contain a reference to all applicable procedures and work instructions.

* Revised or added by Amendment 0002

*** 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	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

Name of Offeror or Contractor:

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(h) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). 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. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of Clause]

D-2 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS
(TACOM)

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

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shall ensure traceability to the original source of heat treatment.

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

[End of Clause]

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-2	52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- [] ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system
- [X] ISO 9001:2008 (untailored) or comparable quality system
- [] ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2008, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-5	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
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(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

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

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

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

[End of clause]

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Name of Offeror or Contractor:

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	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-9	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-10	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-11	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box ____, Fiber Box ____, Barrel ____, Reel ____, Drum ____, Other (Specify) _____;

(ii) Shipping configuration: Knocked-down ____, Set-up ____, Nested ____, Other (specify) _____;

(iii) Size of container: ____ (Length), x ____ (Width), x ____ (Height) = ____ Cubic Ft;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs;

(vi) Palletized/skidded ___Yes ___ No;

(vii) Number of containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube _____;

(x) Number of containers or pallets/skids per railcar _____ *

Size of railcar _____

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____ Ft

Type of trailer _____

* Number of complete units (contract line item) to be shipped in carriers equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____.

Name of Offeror or Contractor:

either a lot or a batch, all of which were manufactured under identical conditions.

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

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

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

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

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

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

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

"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
__-1-_____	-2-_____
__-1-_____	-2-_____
__-1-_____	-2-_____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -3-.

(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.

Name of Offeror or Contractor:

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

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

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

(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) Government's 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:

Name of Offeror or Contractor:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

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

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

(11) Description.

** Once per item.

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

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-13 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT
(TACOM)

AUG/2003

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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Name of Offeror or Contractor:

(2) Subcontractor's Plant: _____
(City) (State) (ZIP) (County)

[End of Clause]

F-16 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
(TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
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209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
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661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
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764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003
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***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

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prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

F.1 Schedule

- F.1.1 The period of performance is 28 months.
- F.1.2 The Contractor shall provide two prototypes for delivery to Aberdeen Test Center no later than 18 months after contract award.
- F.1.3 The Contractor shall provide a Test Support Package (TSP) with each prototype.

*** END OF NARRATIVE F0001 ***

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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/2003
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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

[End of Clause]

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Name of Offeror or Contractor:

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	SEP/2004

(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) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (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
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 CCR 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 or by calling (586) 282-7059.

H.1 Organizational Conflicts of Interest

H.1.1 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to this contract or any subcontract or other relationship hereunder. The Contractor and its subcontractors, consultants, parents, subsidiaries, joint ventures, or other business affiliates of any tier Potential Offerors shall review current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in the JAB or related programs.

H.1.2 The Contractor shall disclose any potential OCI situation to the Contracting Officer as soon as identified. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts. If an OCI issue cannot be mitigated, and if the Contractor refuses to discontinue the activity creating the OCI, the Contracting Officer may use this as grounds for a Termination for Convenience or Default. A similar provision is expected to apply to follow-on solicitations and contracts.

H.1.3 The Contractor shall flow down the provisions in FAR 9.5 in any subcontracts or other related instruments (of all tiers). The

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Contractor shall monitor activities of itself and subcontractors and related entities, and promptly disclose any actual or potential OCI and any actions taken or proposed to negate or mitigate such conflicts.

H.1.4 Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

H.2 PERFORMANCED BASED PAYMENTS*

H.2.1 Proposal and award will be based on the use of customary progress payments, in accordance with the Office of the Under Secretary of Defense for Acquisition, Technology and Logistics memorandum dated, April 27, 2011, Subject Cash Flow for Evaluating Alternative Financing Arrangements. Pursuant to the memo, after contract award, the contractor is encouraged to propose a performance based payment schedule to the Contracting Officer for consideration. If a proposed performed based payment schedule is desired by the contractor, the proposed performance schedule should be submitted which includes all performance based payment events, completion criteria, and event values along with the contractors expected expenditure profile, and any consideration being offered by the contractor for more favorable payment structure.

* Revised or added by Amendment 0006

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
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, RECISSION, 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	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2010
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-14	52.210-1	MARKET RESEARCH	APR/2011
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-20	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-24	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUL/2010
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-30	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-32	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-33	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-34	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-35	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-36	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-37	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-38	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-40	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-42	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-43	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-44	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-45	52.232-1	PAYMENTS	APR/1984
I-46	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-48	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-49	52.232-11	EXTRAS	APR/1984
I-50	52.232-17	INTEREST	OCT/2010
I-51	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-52	52.232-25	PROMPT PAYMENT	OCT/2008
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-54	52.233-1	DISPUTES	JUL/2002
I-55	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-57	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997

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I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.245-1	GOVERNMENT PROPERTY	AUG/2010
I-62	52.245-9	USE AND CHARGES	AUG/2010
I-63	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-64	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-65	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-66	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-67	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-68	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-69	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-70	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-71	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-72	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-73	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-74	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	SEP/2010
I-75	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-76	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-78	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-79	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-80	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-81	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-82	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-83	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-84	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	SEP/2011
I-85	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-86	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	SEP/2011
I-87	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-88	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-89	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-90	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JAN/2011
I-91	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-92	252.225-7013	DUTY-FREE ENTRY	DEC/2009
I-93	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-94	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-95	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-96	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-97	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	SEP/2011
I-98	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAR/2011
I-99	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-100	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-101	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-102	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-103	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-104	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2011
I-105	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	DEC/2007
I-106	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-107	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-108	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-109	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-110	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-111	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-112	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	MAY/2011
I-113	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	MAY/2011

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I-114	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-115	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-116	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	SEP/2011
I-117	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	FEB/2011
I-118	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	FEB/2011
I-119	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	MAY/2011
I-120	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-121	252.246-7001	WARRANTY OF DATA	DEC/1991
I-122	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-123	252.246-7004	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS	OCT/2010
I-124	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-125	52.232-16	PROGRESS PAYMENTS	AUG/2010

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

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(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

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(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this

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clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

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(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

I-126 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 15 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;

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(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 15 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.

(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)

(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 TACOM Life Cycle Management Command (LCMC) under Contract No. -TBD-.

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(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 TACOM LCMC.

(End of clause)

I-128 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY JAN/2011
MATTERS

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I-129 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

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I-130 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

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

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

___ Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I-131

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2009

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

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

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

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

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

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

(3) For long-term contracts

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(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.

Name of Offeror or Contractor:

(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-132 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

(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)

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I-133 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

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

Warning

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

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

(End of Clause)

I-134 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-135 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-136 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

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- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

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

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

(End of clause)

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

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

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

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

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

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

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

[End of Clause]

I-138 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

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

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST DD1423 AND DATA ITEM DESCRIPTION DD 1664	17-OCT-2011	031	ELECTRONIC IMAGE
Attachment 0001	ATPD 2402, JAB PURCHASE DESCRIPTION (PD) (SEE ATTACHMENT NOTE BELOW)	07-NOV-2011	069	ELECTRONIC IMAGE
Attachment 0002	TECHNICAL REVIEW CRITERIA	27-SEP-2011	001	ELECTRONIC IMAGE
Attachment 0003	RELIABILITY SCORE CARD (SEE ATTACHMENT NOTES BELOW)	19-SEP-2011	012	ELECTRONIC IMAGE
Attachment 0004	PUBLICATIONS REQUIREMENTS MATRIX FOR PPQT	17-OCT-2011	010	ELECTRONIC IMAGE
Attachment 0005	GFP LIST - FOUO (SEE ATTACHMENT NOTES BELOW)	16-NOV-2011	008	ELECTRONIC IMAGE
Attachment 0006	INITIAL GOVERNMENT SCHEDULE	30-SEP-2011	001	ELECTRONIC IMAGE
Attachment 0007	COMPONENT LEVEL MASS PROPERTIES	19-SEP-2011	002	ELECTRONIC IMAGE
Attachment 0008	SYSTEM LEVEL MASS PROPERTIES	19-SEP-2011	002	ELECTRONIC IMAGE
Attachment 0009	PAST PERFORMANCE MATRIX	18-OCT-2011	002	ELECTRONIC IMAGE
Attachment 0010	PAST PERFORMANCE QUESTIONNAIRE	30-SEP-2011	008	ELECTRONIC IMAGE
Attachment 0011	SMALL BUSINESS PARTICIPATION PLAN	18-OCT-2011	008	ELECTRONIC IMAGE

J.1 Attachment Notes

J.1.1 Attachment 0003, Attachment 0005, and Annexes B and C to Attachment 0001 contain Controlled Unclassified Information. For the purpose of responding to the solicitation, these documents may be obtained through an explicit access request on FEDBIZOPPS, available via the internet at www.fbo.gov.

J.1.2 Attachment 0005, GFP List, contains property for Contractor A and Contractor B. At the time of contract award the Government will split the GFP List between the two possible awardees and assign specific items from the attachment to each awardee.

*** END OF NARRATIVE J0001 ***

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Name of Offeror or Contractor:

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-3	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-5	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2011

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1000 employees.

(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 certification 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 Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(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.

Name of Offeror or Contractor:

(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, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II 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 Engaging in Sanctioned Activities Relating to Iran -- Certification. 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 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.

Name of Offeror or Contractor:

- ___ (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 at <http://orca.bpn.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-7	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)

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K-8 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

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

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

(End of Provision)

K-9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JAN/2011

(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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

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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-10 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as _____.

(End of Provision)

K-11 52.215-4010 AUTHORIZED NEGOTIATORS JUN/2008
(TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

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

[End of Provision]

K-12 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]

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Name of Offeror or Contractor: _____

Evaluation factor: \$ _____ \$ _____

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

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

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

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

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

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)	OCT/1997
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-9	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-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm-fixed price contract(s) resulting from this solicitation.

(End of Provision)

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

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

(End of Provision)

L-12	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a

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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)

L-13 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-14 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-15 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-16 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

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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.

(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 . 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-17 52.215-20 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. IV OCT/1997
dated Oct. 1997

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

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

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

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

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

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

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

Name of Offeror or Contractor:

[End of clause]

L-18 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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

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

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

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

[End of Provision]

L-19 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-20 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

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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

[End of provision]

L-21 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999

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

(b) Army Contracting Command - Warren (DTA) will require a copy of such subcontracting plan. Offerors may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

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

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include 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 bid or proposal's total subcontracting dollars. xxx

(End of Clause)

L-22 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:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

(g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

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

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:

<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

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

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

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

(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.

Name of Offeror or Contractor:(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-23	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

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

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

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

[End of Provision]

L.1 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 RFP, shall be submitted in the format and quantities set forth below. Section M of the RFP 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 RFP. 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 RFP requirements to allow for a meaningful review.

L.1.1 Proposal Submission Procedures. For each volume, Offerors shall submit two (2) identical copies of proposals on CD-ROMs or DVDs. Hard copies or email proposals will not be accepted. Each CD-ROM or DVD shall be labeled so that it is easily identifiable for evaluation purposes (example Volume 1 Technical Factor CD 1 of 4), and shall also include the Offerors name and the RFP number. Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered, and each paragraph of the proposal shall have a reference number. List all attachments and substantiating data in the table of contents under the specific sub-factor (if applicable) it supports. The table of contents shall include the following information for each sub-factor (if applicable), attachment and/or substantiating data listed:

Cross-reference to related section L paragraph number

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CD-ROM or DVD Volume and number

File Name

L.1.2 Submit proposals to the address below. All proposals delivered in response to this RFP, whether handcarried or submitted via U.S. mail, shall be addressed as follows:

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

External envelope/wrapper shall be marked with the solicitation number, closing date of the solicitation and Offeror name and address. See 52.215-4003 for instructions regarding handcarried offers.

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

L.3 Alternate Proposals. Offerors may submit one alternate proposal (for a total of two proposals) with a differing approach to meeting the requirements. The Government will separately evaluate the alternate proposal received. Therefore, the alternate proposal submitted must be a complete, comprehensive, stand-alone proposal, which is fully responsive to the information requested in the RFP. An alternate proposal must be clearly identified, submitted separately, clearly identify the purpose of the alternate proposal, and highlight the difference from its other proposal submitted. An Offeror will only be eligible to receive one award regardless of the number of proposals it submits. It is the Governments intent to award up to two contracts to two separate Offerors competing independently that do not share a common parent, do not have a parent/subsidiary relationship with the other awardee and are not affiliates (as defined in FAR 19.101) of the other awardee.

L.4 The Offerors proposal shall be submitted in five separate volumes as set forth below. All proposals shall be in English (American Standard) and shall be in US dollars. Unless otherwise specified, it is recommended that proposal be submitted on 8.5 x 11 paper with a minimum font size of 10 pt. and with a minimum of 0.5 margins. Schedules, drawings and other documents more appropriate to larger size shall be submitted in no larger than 11 x 17 dimensions. A Proposal Executive Summary or transmittal letter is optional. It will neither be considered as part of the volumes required below nor will it be evaluated. If a Proposal Executive Summary is submitted, it must be submitted as a separate volume for the five volumes set forth below and it is recommended to be no more than five pages. The Offerors proposal shall consist of the following volumes:

- a. Volume 1: Technical
- b. Volume 2: Price
- c. Volume 3: Past Performance
- d. Volume 4: Small Business Participation
- e. Volume 5: Proposal Terms and Conditions

L.4.1 Technical Volume

L.4.1.1 The Technical factor consists of two subfactors: Hydraulic System Design and Launcher Impact.

L.4.1.1.1 Acceptable Formats. All electronic information provided in response to the technical volume of the RFP must be provided in Pro/E native, ISO 10303 STEP standards, AutoCAD native (dwg/dxf), pdf, or Microsoft Office formats.

L.4.2 Subfactor 1 -- Hydraulic System Design. The Offeror shall provide, at a minimum, the following information, to demonstrate the proposed JAB System meets the Launch and Retrieve thresholds of ATPD 2402, paragraphs 3.7.8.1, 3.7.8.2, 3.7.8.4, and 3.7.8.5.

- a. Hydraulic schematic indicating cylinder bore and rod dimensions, cylinder stroke, hydraulic line dimensions, as well as manifold type(s) and configuration(s). Schematics shall indicate part numbers for all components
- b. Proposed primary and backup hydraulic system details including power sources, pump specifications (commercial literature), and pump flow rates and pressures at operating speed
- c. Calculations, simulations, test results, and/or studies to support selection of the primary and backup hydraulic power sources to meet launch and retrieve threshold requirements.
- d. Illustrated narrative describing the step by step launch and retrieve procedures
- e. Commercial literature (technical specifications) of the HPU engine. Provide any available documentation describing the engines prior military use and/or operation on JP-8. Provide and substantiate the expected power degradation while running on JP-8.

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f. The offeror shall explain how the data provided demonstrates that it will meet the requirements of ATPD 2402.

L.4.3 Subfactor 2 Launcher Impact. The Launcher Impact subfactor includes two elements: Suspension Loading and Vision.

L.4.3.1 Element 1 Suspension Loading. The Offeror shall provide a full weight and Center of Gravity (CG) location estimate for the JAB launcher system. CG locations provided below shall be relative to an axis system origin located at the intersection of the vehicle centerline and the drive sprocket spin axis, and moment of inertia matrices shall be relative the components CG. The Offeror shall, at a minimum, include the following:

a. The weight, CG, and moment of inertia matrix of each component, to the level of detail available, added to or relocated on the JAB chassis shall be provided in Attachment 0007.

b. A composite weight, CG, and moment of inertia matrix for all components added to the JAB Chassis shall be provided in Attachment 0008.

c. The MLC-85 AVLB Bridge CG location shall be provided in Attachment 0008.

d. Drawings and/or models, to the level of detail available, showing the locations of the components listed in Attachment 0007 and 0008.

e. If the suspension torsion arms indexing will be changed, the new index angles shall be provided.

f. The offeror shall explain how the data provided demonstrates that it will meet the requirements of ATPD 2402.

L.4.3.2 Element 2 Vision. The Offeror shall provide the following information, at a minimum, to demonstrate that the proposed JAB System will meet the requirements in ATPD 2402, paragraph 3.7.7.2:

a. If the Offeror proposes a commanders unobstructed vision percentage above threshold, identify the proposed level of performance (in percentage terms)

b. The Offeror shall substantiate proposed level of performance through:

1. Models/drawings, pictures, and/or schematics depicting an external view of the vision from the vision periscopes. Information shall depict (a) all obstructions from any component added to the exterior of the M1A1 hull (including any proposed ballistic protection of hydraulic launcher components) and (b) the total angle of vision available through the periscopes on the drivers and commanders hatches

2. Models and/or drawings depicting the location of the commanders hatch

L.5 Price Volume

L.5.1 The price volume shall include the Offerors total proposed price for CLINs 1001.

L.5.2 The Offerors shall provide the basis for establishing the proposed price for CLINs 1001, 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 the Offerors estimated direct costs relative to the proposed price for CLINs 1001. The direct cost shall reflect what the Offeror expects its costs to be for this effort, rather than what the Offeror proposes to charge the Government in CLINs 1001. The cost breakdown shall include the following cost element information:

L.5.3.1 Direct labor hours. The Offeror shall include the total proposed direct labor hours and direct labor hours broken down by proposed labor category.

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

L.5.3.3 Direct Labor cost (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 the direct material cost for CLIN 1001, plus further detail as follows:

a. Kind, per-CLIN quantity and per-CLIN cost of raw material

b. Name, per-CLIN quantity and per-CLIN cost of purchased-finished items costing over \$5,000 after being extended by per-CLIN quantity

L.5.3.5 Cost for Subcontracted Services/Efforts. The Offeror shall provide an itemized list of subcontracted services/efforts over \$5,000 to include the subcontractor name, subcontract price, the Offeror's narrative description of each subcontractor's effort, and

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anticipated subcontract type (e.g. firm-fixed price, cost-plus-fixed-fee, etc.). For subcontracts in excess of \$700,000, the Offeror shall include the evaluation of the subcontractor's submission required by FAR 15.404-3 (b), and rationale for determining that the subcontract price is reasonable.

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

L.5.4 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.5.5 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 Past Performance Volume

L.6.1 For the Past Performance Factor, provide information for a total of up to six recent and relevant contracts for (i) the Offeror, and/or (ii) the Offerors proposed subcontractor(s). These may include foreign, federal, state, local, and private industry commercial contracts. Recent includes performance of contracts occurring within approximately three (3) years of the date of issuance of this RFP.

Relevant past performance includes the following EMD phase scope of work activities:

- a. Complex Integration with existing platforms of a complexity comparable to this effort
- b. Armor Welding and Integration of a complexity comparable to this effort

Relative to the production phase:

- c. Development of Logistics Data of a complexity comparable to the production effort (Provisioning in accordance with MIL-HDBK-502, Department of Army Technical Manuals, integrating embedded diagnostics software with diagnostics resident and common to M1A1)
- d. Production Capability comparable to the complexity of the JAB system and JAB maximum monthly production rate anticipated for the production phase (3/month)

Past Performance should reflect the Offerors ability to meet contract technical and schedule requirements, as outlined in the Past Performance Questionnaire (Attachment 0010).

For convenience in identifying the extent of Relevance of prior Offeror contracts, a Past Performance Relevance Matrix is attached as Attachment 0009. The Offeror shall complete this matrix with the relevant information requested.

L.6.1.1 Performance Approach for the EMD Phase: To support the Past Performance Factor assessment of the relevance of prior Offeror contracts to the JAB contract, Offerors shall describe their proposed performance approach to performing the JAB effort. This performance approach is a brief organizational description (by Prime Offeror and Subcontractors) of who will perform the major work activities listed in L.6.1 (a-c) above. In this regard, the organization may include the Prime Offeror as the overall manager of the effort, but also may include subcontractors or team members who will perform discreet elements of the JAB work. Relative to the production phase, describe the performance approach to include the production manufacturer of that phase.

L.6.1.2 Contract Information: For each of the up to six recent and relevant contracts submitted under L.6.1 above, provide the following information:

- a. Contract Number (and delivery order number if applicable) and CAGE code;
- b. Contract Type;
- c. Total Value of the Contract (beginning & ending value);
- d. Performance Schedule;
- e. Government or commercial contracting activity address, telephone number and e-mail;
- f. Procuring Contracting Officers (PCO) and/or Contract Specialists name, telephone number, and e-mail;
- g. Government (DCMA) or commercial administrative contracting officer (ACO), contracting officers representative (COR), performance

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certifier, and/or quality assurance representative (QAR), name, telephone number and email.

h. A description of scope of work requirements and a discussion of the similarities between the cited contract scope and the relevance standards identified above in L.6.1 (a-d).

i. The dates of contract performance;

j. Any significant subcontracting or teaming agreements;

k. Percentage of effort performed as a prime or subcontractor;

l. For each of the contracts listed, provide a brief self-assessment of contract performance. The self-assessment shall address the technical quality of the effort provided, timeliness of performance, timeliness of deliveries, and conformance with estimated costs. Include an explanation for any cost growth, schedule delays, or failure to meet technical requirements, and any corrective actions, measure, or procedures to avoid such problems in the future.

m. Copies of the Statements of Work from each of the up to six submitted contracts to establish the relevance of the contract to the scope of work activities listed in L.6.1 above.

L.6.1.2.1 Note: Regarding L.6.1.2 (1) above, and in evaluating each Offeror's performance history, the Government will look at the Offeror's delivery performance, and that of any subcontractors, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, or a proposed Subcontractor's fault, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

L.6.1.3 Past Performance Questionnaire. A past performance questionnaire is provided in Attachment 0010. For each of the up to six recent/relevant contracts submitted by the Offeror, and based on identification of the most recent and relevant contracts, the Offeror shall send a copy of the past performance questionnaire directly to the appropriate Procuring Contracting Officer (PCO) and/or Contracting Officer's Representative (COR) or other appropriate technical -and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at winslow.t.morrow.civ@mail.mil as soon as possible, but no later than the RFP closing date (See Block #9 of the SF33 cover page to this solicitation) with the subject heading PAST PERFORMANCE INFORMATION FOR [Offeror name].

*L.6.1.4 In addition, the Offeror shall prepare and submit to the Contract Specialist, within thirty-five (35) days of the final RFP issued date, a past performance matrix of the references to whom the Offeror sent the past performance questionnaires. The Offeror shall send the matrix to the Contract Specialist via email to winslow.t.morrow.civ@mail.mil. The matrix shall contain the following information prepared in the following format:

a. Contract No./Delivery Order;

b. Contract/Delivery Order Type;

c. Program Title, including brief (200 words or less) description of work performed;

d. Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor;

e. Point of Contact and Telephone Number, e-mail (PM/PCO/ACO/COR);

f. Date Questionnaire sent to the Government or Contractor Point of Contact

L.6.1.5 As highlighted above, Offerors are strongly encouraged to arrange for submission of Past Performance questionnaires specified in L.6.1.3 above, to winslow.t.morrow.civ@mail.mil as soon as possible, but no later than the date of proposal submission.

L.6.1.6 Corporate Entities. If any contract, listed as part of the Past Performance subfactor submission, was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them, and indicate which entity will perform this effort. The Offeror shall also provide the above requested information for any proposed Subcontractor on which the Offeror is submitting Past Performance information.

L.6.1.7 Predecessor Companies. If the Offeror, or the Subcontractor(s) the Offeror is submitting Past Performance Information on, only have recent and relevant performance history as a part of a predecessor company, we may consider that past performance in our evaluation of past performance. Please provide the information for those recent and relevant contracts of that predecessor company. Offerors must also briefly document the history of the evolution from the predecessor company.

L.6.1.8 Contacting References. Offerors are advised that the Government may contact any of the references that the Offeror provides, may contact other third parties for performance information, and the Government reserves the right to use any information received as

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part of its evaluation. Offerors shall include in their proposal the written consent of their proposed Significant Subcontractors to allow the Government to discuss the Significant Subcontractor's past performance with the Offeror.

L.6.1.9 Past Performance Information. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the Offeror. Additionally, the Offeror may also be evaluated based on other internal Government or private source information. In this regard, the Government may utilize the Contract Performance and Rating System (CPARS) to search for recent and relevant Offeror performance and ratings. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the Offeror.

L.7 Small Business Participation Volume

L.7.1 Small Business Participation Factor Volume: The Small Business Participation Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.7.2 Application. The following Small Business Participation proposal submission instructions apply to every Offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters.

L.7.3 Definitions. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), and service disabled veteran-owned small businesses (SDVOSBs).

L.7.4 Small Business Participation Plan. ALL Offerors, including Offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are required to complete Attachment 0011, Small Business Participation Plan. The Attachment contains detailed instructions for filling out each tab in the file. Offerors must fill out the attachment with goals for this solicitation specifically, even if they are Other-Than-Small-Businesses (OTSB) submitting Comprehensive Subcontracting Plans in accordance with Section I of the solicitation.

L.7.4.1 Extent of Small Business Participation. Offerors have two tabs to fill in:

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

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

L.7.4.2 Support for Proposed Goals.

L.7.4.2.1 Offerors have two tabs to fill in to provide support for the proposed goals:

- a. Small Business Prime List Offeror must provide pertinent information about the small business prime contractors.
- b. Small Business Subcontractor List - Offeror must provide pertinent information about the 1st tier small business subcontractors they plan to use for the contract.

L.7.4.2.2 Consistency Between Small Business Participation Plan and other Proposal Volumes. Small Business Participation Plan content shall be consistent with any and all small business prime and subcontracting information cited in the Offerors Cost/Price proposal and elsewhere in the Offerors response to the RFP. The Government may request Offerors to correlate or crosswalk the contents of the Offerors Small Business Participation Plan with small business references in the Cost/Price proposal and/or elsewhere in the Offerors RFP response.

L.7.4.2.3 DELETED (Amendment 0003)

L.7.4.2.4 Corroboration. During the evaluation, the Government may request Offerors to submit a letter from a small business or other evidence corroborating the information in the Small Business Prime List and Small Business Subcontractors List in the Small Business

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Participation Plan.

L.7.4.2.5 Approach. In addition to the Attachment and the past performance information required in L.8.4, the Offeror shall submit a brief narrative describing its proposed approach to small business participation, including any descriptions of joint ventures or teaming arrangements.

L.7.5 Past Compliance with Subcontracting Plans. Offerors which are both (1) other than U.S. small business concerns (as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation) and (2) have had prior contracts requiring the submission of a Small Business Subcontracting Plan in accordance with FAR 52.219-9 shall provide a description of performance over the prior twelve months in complying with the requirements of FAR 52.219-9, including documentation of all goals established under Subcontracting Plans of the Offerors prior contracts and the extent of their achievement. This documentation shall include, for each contract, the latest Individual Subcontracting Reports (ISRs/DD Form 294s) which identify both goals and accomplishments against Individual or Master Subcontracting Plans. If over the twelve months preceding the date of RFP release the Offeror has reported accomplishments against Commercial or Comprehensive Subcontracting Plans in lieu of Individual or Master plans, the Offeror shall submit copies of those plans to document their goals and the latest Summary Subcontract Reports (SSRs/DD Form 295s) to document accomplishments. All copies of reports should be with eSRS acceptance /rejection comments visible. If reports are not being submitted to eSRS, send signed copies. If the Offeror has not performed a contract over the past twelve months that contained FAR 52.219-9 or DFARS 252.219-7004, the Offeror shall so state.

L.8 Proposal Terms and Conditions Volume. In this volume, the Offeror shall provide:

L.8.1 A scanned image of a signed copy of SF33 cover page signed by a person authorized to sign proposals on behalf of the Offeror, including all signed copies of amendments to the RFP. Contractor fill-in blocks on the SF 33 include blocks 12, 13, 15A, 15B, 15C, 16, 17, and 18.

L.8.2 One copy of this solicitation (Sections A-K) with all fill-ins completed. ORCA certifications need not be separately submitted.

L.8.3 An affirmative statement specifying agreement with all requirements, terms, conditions and provisions included in the solicitation or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other RFP terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process, before initial evaluation.

L.8.4 Other than U.S. small business Offerors as defined by the NAICS code applicable to this RFP shall submit an acceptable small business subcontracting plan in accordance with DFARS 252.219-7003.

L.8.5 In accordance with the applicable DFARS clauses contained in the RFP, identify and assert any and all restrictions on the Governments use, release or disclosure of technical data and computer software rights. Applicable accounting records supporting these asserted restrictions shall be made available upon request.

L.8.6 Joint Certification Program (JCP) numbers for the Offeror and subcontractor(s) that will be involved in the review of limited distribution documents.

L.9 Organizational Conflict of Interest

L.9.1 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award under this RFP. Potential Offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in the JAB or related programs.

*L.9.2 Offerors must disclose any potential OCI situation to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralizes or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

*Government support contractors

** Revised or added by Amendment 0002

*** 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	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-2	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS	APR/2003
M-3	52.209-4011 ALT I	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	APR/2011

(a) We may award up to 2 contracts to the offerors that:

(1) submit the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and

(2) submit a bid or proposal that meets all the material requirements of this solicitation, and

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

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

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

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

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

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

[End of Provision]

M-4	52.247-4006 (TACOM)	METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS	DEC/2005
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(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and

- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and

- for the Government selected method of shipment, and

- based upon the following freight classification:

UFC:	STCC 6001-AM	UFC ITEM NO.:	1931150
NMFC:	STB NMF 100-AK	NMFC ITEM NO.:	145720

[End of Provision]

M-5	52.215-4008 (TACOM)	EVALUATION OF OFFERS FOR MULTIPLE AWARDS	SEP/2005
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In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards).

[End of Clause]

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M-6

52.245-4001
(TACOM)

EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY

MAR/1985

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

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

Monthly Rental Rates

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

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

<u>Age of Equipment</u>	<u>Monthly Rental Rates</u>
0-2 years	3.00%
Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%
Over 6 to 10 years	1.00%
Over 10 years	0.75%

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

-- Two percent (2.00%) per month for electronic test equipment and automotive equipment;

-- One percent (1.00%) per month for special tooling and for all other property and equipment.

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

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

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

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

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

[End of Provision]

M.1 Basis of Award

M.1.1 The Government intends to award up to two contracts for the JAB EMD phase. An Offeror will only be eligible to receive one award regardless of the number of proposals submitted. The Government shall award up to two contracts to two separate Offerors competing independently that do not share a common parent, do not have a parent/subsidiary relationship with the other awardee and are not affiliates (as defined in FAR 19.101) of the other awardee.

Selection of the successful Offeror(s) shall be made following an assessment of each proposal against the requirements described herein and the criteria set forth below.

M.1.2 Awards will be made to the Offerors whose proposals, per the Source Selection Authority's decision, represent the best value to the Government as described below. There are four evaluation factors: 1) Technical, 2) Price, 3) Past Performance, and 4) Small Business Participation. The relative order of importance of these factors (and subfactors and elements where applicable) are described below.

M.1.3 Export Controlled Information. This RFP contains Export Controlled information. It is the responsibility of the Offeror, not the Government, to obtain the necessary export licenses to share any such information with the Offerors subcontractor(s) or to obtain access to the files themselves. The failure or inability of an Offeror to obtain the appropriate license or agreement will not be considered as a mitigating factor in the evaluation process. In essence, if the appropriate information is not conveyed in the proposal or in the discussion process, an Offerors risk rating may be impacted.

M.2 Rejection of Offers. Offerors must 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 the Offeror does not understand, request clarification from the Contracting Officer. In accordance with FAR 52.215-1 ALT I, contained in this RFP, the Government may reject any or all proposals if such action is in the Governments interest. Examples include, but are not limited to, the following:

- a. Merely offers to perform work according to the solicitation terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity risks required to perform the RFP requirements, that may include submission of a proposal which is unrealistically high or low in Price or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Price proposal, which implies that he Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- d. Is unbalanced as to Price. An unbalanced offer is one, which is based on pricing significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Price for each incrementally funded period; or
- e. Offers a product or services that do not meet all stated material requirements of the RFP; or
- f. Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or
- g. Fails to meaningfully respond to the proposal preparation instructions specified in Section L of this RFP; or
- h. Is unaffordable; or
- i. Fails to obtain, prior to proposal submission, the Government provided export controlled information referenced in ATPD 2402

M.3 Evaluation and Source Selection Process

M.3.1 Evaluation Process. Selection of the successful Offeror(s) shall be made following an assessment of each proposal, based on the

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response to the information called for in the Proposal Preparation Instructions of this RFP and against the solicitation requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each factor and applicable subfactors and elements.

M.3.2 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 offeror(s) 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.3.3 Source Selection Authority (SSA). The SSA is the official designated to direct the source selection process and select the Offerors for contract award. A Source Selection Advisory Council (SSAC) will advise the SSA prior to the selection decision.

M.3.4 Source Selection Evaluation Board (SSEB). A SSEB has been established by the Government to evaluate proposals in response to this RFP. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria for this solicitation. Careful, full, and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

M.3.5 Award with Discussions. This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition (Alternate 1) in Section L which advises the Government intends to conduct discussions with Offerors in the Competitive Range. Discussions will be conducted in accordance with FAR 15.306 (b), (c), and (d). Since written and oral discussions are limited prior to any competitive range determination (FAR 15.306 (c)), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

M.3.5.1 Forum and Timing of Discussions. If the Offeror is in the Competitive Range, the Offeror may be sent written exchanges (called Discussions after establishment of a Competitive Range) regarding specific aspects of the Offerors proposal. Discussions may also be conducted via telephone conference or, in some cases, may take the form of face-to-face meetings with the PCO and the evaluation team. It is important for the Offeror to respond to any Discussions in the time frame identified. If the Offeror has missed a specified Discussion response time frame, the Government may evaluate the Offerors proposal as is, without any further information. If the Offeror does not understand a Government Discussion issue, contact the Procuring Contracting Officer (PCO) to obtain clarification. All responses to Discussions, to include any resulting proposal revisions, must be provided to the PCO in writing. The PCO will notify all Offerors that discussions are closed and provide each Offeror remaining in the Competitive Range the opportunity to submit a Final Proposal Revision.

M.3.6 Importance of Price Factor. All the factors contained in each proposal will be evaluated. However, the closer the Offerors' evaluations are in the non-Price Factors, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Factors as stated, Price may be controlling when:

- a. Proposals are considered approximately equal in non-Price Factors; 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.3.7 Determination of Responsibility. Per FAR 9.103, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Government may assess the Offerors financial and management capabilities to meet the solicitation requirements. Accordingly, the Government reserves the right to reject an Offeror who cannot satisfy the Governments requirements as set forth in this RFP. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or subcontractors) per performance period. A Pre-Award Survey may be used to aid in this determination. The pre-award survey may ask the Offeror to provide financial, technical, production, or managerial background information. If the Offeror does not provide the Government with the data requested within seven days from the date the Offeror receives the request, or if the Offeror refuses a Government visit to the Offerors facility, the Government may determine the Offeror non-responsible. If the Government visits the Offerors facility, the Offeror shall make sure current certified financial statements and other data relevant to the Offerors proposal is available for the team to review. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer.

M.4 Evaluation Criteria:

M.4.1 The Government will assess each of the four factors: (1) Technical, (2) Price, (3) Past Performance, and (4) Small Business Participation.

M.4.2 Technical is the most important factor and is more important than Price. Price is slightly more important than Past Performance. Past Performance is slightly more important than Small Business Participation.

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M.4.3 As required to be defined by FAR 15.304(e), the non-Price factors are significantly more important than Price when combined.

M.5 Technical Factor (Factor 1)

M.5.1 The Technical Factor is comprised of two subfactors: Hydraulic Design and Launcher Impact. Hydraulic Design is more important than Launcher Impact.

M.5.2 Subfactor 1 Hydraulic System Design. The information submitted in response to L.4.2 will be evaluated to assess the Proposal Risks associated with the probability that the offered launcher systems (and their associated components) will successfully meet the launch and retrieve threshold requirements as defined in ATPD 2402, paragraph 3.7.8.1, 3.7.8.2, 3.7.8.4, and 3.7.8.5.

M.5.3 Subfactor 2 Launcher Impact. Within the Launcher Impact Subfactor, Element 1 Suspension Loading is more important than Element 2 Vision.

M.5.3.1 Element 1 Suspension Loading. The Offeror's information submitted in response to L.4.3.1 will be evaluated using a validated Abrams M1A2 suspension Multi-Body Dynamics model to assess the Proposal Risks associated with the likelihood of negative impact of the offered launcher system and its associated components on the M1A2 suspension system. The results of the model are a predictor of Mean Miles Between Operation Mission Failures (MMBOMF) IAW ATPD 2402, paragraph 3.10.6. In addition, the risk assessment will include an evaluation of the level of detail and credibility of the supporting information provided.

M.5.3.2 Element 2 Vision. The Offerors information submitted in response to L.4.3.2 will be evaluated to assess:

a. where the Offeror proposes performance above the threshold, the Government will assess the extent to which the Offeror's proposed performance levels satisfy the PD objective performance; and

b. for ATPD 2402, paragraph 3.7.7.2, the proposal risk probability that the Offeror will achieve the proposed performance levels, to include achieving proposed performance above threshold levels.

M.5.3.2.1 Evaluation of Objective Performance. The Government will evaluate the extent to which the Offeror credibly proposes to achieve objective performance levels. The objective performance evaluations will be reflected in the rating for the Factor, Subfactor, and Element under which the objective performance falls.

M.5.3.2.2 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 strength under the assessment to which it belongs. Strengths may also result in an increase in the assigned rating for the appropriate assessment.

M.5.3.2.3 For the objective performance being evaluated, 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 it benefits the Government.

M.5.3.2.4 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 have benefit to the Government.

M.5.3.2.5 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.6 Price (Factor 2)

M.6.1 Price Factor. The Government will evaluate the total evaluated price to the Government using techniques identified in FAR 15.404 to determine if the total price proposed is fair and reasonable to accomplish the solicitation requirements. The total evaluated price shall include all requirements as priced in CLIN 1001 plus transportation costs of Government transportation to Aberdeen Test Center, as determined by the TACOM-LCMC Transportation Office. In the event the Government receives an offer from a HUBZone small business concern, a factor of 10 percent will be applied, in accordance with clause 52.219-4, to the total evaluated price of other offers except as otherwise specified in the clause.

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M.6.1.1 Reasonableness. The Government will evaluate reasonableness of the proposed price. A price is reasonable if, in its nature and amount, it does not exceed what a prudent person would pay in the conduct of competitive business.

M.7 Past Performance Factor (Factor 3).

M.7.1 The Past Performance Factor will assess the risk probability the Offeror will successfully perform the JAB contract based on the Offerors and subcontractors record of past performance on recent and relevant contracts. The Offeror may also be evaluated based on other internal Government or private source information. In this regard, the Government may utilize the Contractor Performance Assessment Reporting System (CPARS), the Past Performance Information Retrieval System (PPIRS), and/or any other available Government database to search for recent and relevant Offeror performance and ratings.

M.7.2 Unknown Risk: Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Confidence", which is neither favorable nor unfavorable.

M.8 Small Business Participation

M.8.1 Small Business Participation Factor

M.8.1.1 The Government will evaluate the Offerors proposed extent of Small Business Participation in the performance of the contract for U.S. small businesses (SBs) and small disadvantaged businesses (SDBs). The Offerors extent of small business participation will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount to obtain a percentage. Therefore, if the Offeror is itself a U.S. small business concern under the NAICS code applicable to this solicitation (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the Offerors own portion of the work to be performed as Small Business Participation for purposes of this evaluation.

M.8.1.2 The evaluation will consist of the following:

a. The extent to which the proposal identifies participation by U.S. small business concerns to achieve the Governments goals shown below for SB and SDB.

- 18% for SBs
- 1% for SDBs

b. An assessment of the probability that the Offeror will achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both:

1. a proposal risk assessment of the Offerors proposed Small Business Participation Plan, and
2. a performance risk assessment of the probability the Offeror will satisfy commitments and requirements on the instant contract, based upon the extent of its past compliance with FAR 52.219-9 or DFARS 252.219-7004 to include achievement of the subcontracting goals established under the Subcontracting Plans of the Offerors prior contracts.

*** END OF NARRATIVE M0001 ***

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO/CHANGE AS6311 52.204-4016 01-DEC-2009 WARREN ELECTRONIC CONTRACTING

(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 otherwise authorized in 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 Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

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

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=w56hzv11r0322

(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.

(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 above. 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 above, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Unless otherwise authorized in the solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) On-Line Bid Response System (BRS). 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. 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

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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 and Knowledge Management Help Desk at (586) 282-7059, or send an email to DAMI_AcquisitionCenterWebPage@conus.army.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/db/procurem.htm> to find a location near you.

End of Provision

CHANGED AS6700 52.232-4887 01-DEC-2010 PAYMENT UNDER WIDE AREA WORKFLOW
 TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawf.eb.mil>

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.

(Types of Invoice to Use: If this contract calls for contractor submission of a Material Inspection and Receiving report by virtue of the inclusion of the clause at DFARS 252.246-7000, Material Inspection and Receiving Report, use a combo Invoice and Receiving Report. If this DFARS clause is NOT in the contract, and/or the action is for services, use a two-in-one invoice as described in WAWF. Use a Progress Payment, Performance-Based Payment, or Cost Voucher type of invoice respectively for each of those types of actions. Instructions for completing all these documents are at the WAWF training website: <https://wawf.eb.mil>

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: TO BE PROVIDED IN CONTRACT AWARD BASED ON COGNIZANT DCMA OFFICE
- 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]

AUTO	AS7040	52.201-4000	01-APR-2011	ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON
ADDED	AS7007	52.204-4232 (TACOM)	01-DEC-2002	PUBLIC ACTIVITY INVOLVEMENT
AUTO	AS7001	52.214-4000	01-OCT-1993	ACKNOWLEDGMENT OF AMENDMENTS
AUTO/DEL	AS7316	52.214-4003 (TACOM)	01-MAR-1998	ALL OR NONE
ADDED	AS7227	52.227-4500	01-APR-2008	DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED CS6005 52.204-4003 01-MAY-2000 START OF WORK MEETING
(TACOM)

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 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 14 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]

AUTO/CHANGE CS6334 52.211-4072 01-OCT-2010 TECHNICAL DATA PACKAGE INFORMATION

The following Xd item applies to this solicitation:

- [X] 1. There is no Technical Data Package (TDP) included with this solicitation. However, see paragraph 3 and 4 below.
- [] 2. The TDP for this solicitation is on a CD-ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource Locator (URL):

<http://contracting.tacom.army.mil/bidreq.htm>

- [X] 3. This solicitation provides technical information related to the Government Furnished Property, hereinafter referred to as "TDP" within this clause. If multiple Contract Line Item Numbers (CLINS) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINS Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

CLIN: 1001

TDP Link (URL): <http://contracting.tacom.army.mil/majorsys/jab/jab.htm>

- [X] 4. The controlled unclassified portion of the technical information, hereinafter referred to as 'TDP' within this clause, for this solicitation resides within FedBizOpps (<https://www.fbo.gov>), and is associated with this solicitation number. To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to <http://www.dlis.dla.mil/jcp/>

click on documents and follow instructions provided. Processing time is estimated at three working days after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

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(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to <https://www.fbo.gov/index> The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO.

g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at <https://www.fbo.gov> - on the right is User Guides - click on Vendor.

[End of clause]

CHANGED CS6335 52.211-4073 01-OCT-2010 USE AND NON-DISCLOSURE AGREEMENT REQUIREMENT

The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

- [X] Available at <http://contracting.tacom.army.mil/majorsys/jab/Use%20and%20Non-Disclosure%20Agreement.pdf>
- [] Available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at winslow.t.morrow.civ@mail.mil, or fax (586)282-4427. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP, contact the buyer.

[End of Clause]

ADDED CS7237 52.237-4000 01-FEB-2007 CONTRACTOR MANPOWER REPORTING (CMR) (TACOM)

ADDED CS7508 52.239-4003 01-APR-2010 SECTION 508 CONFORMANCE

SECTION D - PACKAGING AND MARKING

CHANGED DS6517 52.211-4517 01-DEC-2007 PACKAGING REQUIREMENTS (COMMERCIAL) (TACOM)

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

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(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(h) Hazardous Materials (As applicable):

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(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). 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. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM-15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of Clause]

ADDED	DS7111	52.247-4016 (TACOM)	01-AUG-2005	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS
SECTION E - INSPECTION AND ACCEPTANCE				
AUTO/DEL	EF00001	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED-PRICE
ADDED	EF00006	52.246-4	01-AUG-1996	INSPECTION OF SERVICES--FIXED-PRICE
ADDED	EF00010	52.246-7	01-AUG-1996	INSPECTION OF RESEARCH AND DEVELOPMENT--FIXED PRICE
AUTO	EF00019	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
DELETED	EF60001	52.246-11	01-FEB-1999	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
CHANGED	ES6443	52.246-4025 (TACOM)	01-MAY-2005	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

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(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- [] ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system
- [X] ISO 9001:2008 (untailored) or comparable quality system
- [] ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2008, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

AUTO	ES7043	52.211-4029 (TACOM)	01-MAY-1994	INTERCHANGEABILITY OF COMPONENTS
DELETED	ES7044	52.246-4008 (TACOM)	01-APR-2000	FINAL INSPECTION RECORD (FIR)
ADDED	ES7018	52.246-4019	01-DEC-2005	VISUAL INSPECTION CRITERIA FOR WELDMENTS
DELETED	ES7291	52.246-4023 (TACOM)	01-FEB-1998	STATISTICAL PROCESS CONTROL (SPC)
AUTO	ES7001	52.246-4028 (TACOM)	01-NOV-2005	INSPECTION AND ACCEPTANCE POINTS: ORIGIN

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF00002	52.242-15	01-AUG-1989	STOP-WORK ORDER
ADDED	FF00005	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF00006	52.247-29	01-FEB-2006	F.O.B. ORIGIN
ADDED	FF00007	52.247-30	01-FEB-2006	F.O.B. ORIGIN, CONTRACTOR'S FACILITY
DELETED	FF00011	52.247-34	01-NOV-1991	F.O.B. DESTINATION
DELETED	FF00022	52.247-48	01-FEB-1999	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT
ADDED	FF00024	52.247-55	01-JUN-2003	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY
ADDED	FF00025	52.247-58	01-APR-1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS

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ADDED	FF00026	52.247-59	01-APR-1984	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS
ADDED	FF00028	52.247-65	01-JAN-1991	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS
ADDED	FA00003	252.211-7007	01-NOV-2008	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY
ADDED	FA00004	252.211-7008	01-SEP-2010	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS
CHANGED	FF60015	52.247-60	01-DEC-1989	GUARANTEED SHIPPING CHARACTERISTICS

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officers best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box ____, Fiber Box ____, Barrel ____, Reel ____, Drum ____, Other (Specify) _____;

(ii) Shipping configuration: Knocked-down ____, Set-up ____, Nested ____, Other (specify) _____;

(iii) Size of container: ____ (Length), x ____ (Width), x ____ (Height) = ____ Cubic Ft;

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs;

(vi) Palletized/skidded ____Yes ____ No;

(vii) Number of containers per pallet/skid _____;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube _____;

(x) Number of containers or pallets/skids per railcar _____ *

Size of railcar _____

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____ Ft

Type of trailer _____

* Number of complete units (contract line item) to be shipped in carriers equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

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(End of Clause)

AUTO/CHANGE FA60001 252.211-7003 01-JUN-2011 ITEM IDENTIFICATION AND VALUATION

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

(2) For cost-type or undefinitized line, subtitle, 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 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

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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
__-1-_____	-2-_____
__-1-_____	-2-_____
__-1-_____	-2-_____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -3-.

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

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

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

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

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

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air

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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) Government's 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.

(2) Unique item identifier of the embedded subassembly, component, or part.

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- (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.

(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)

AUTO/DEL	FS6051	52.242-4022 (TACOM)	01-SEP-2008	DELIVERY SCHEDULE
ADDED	FS7446	52.247-4005 (TACOM)	01-AUG-2003	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT
ADDED	FS7202	52.247-4010 (TACOM)	01-FEB-1994	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS
ADDED	FS7033	52.247-4011 (TACOM)	01-SEP-1978	FOB POINT
AUTO	FS7003	52.247-4017 (TACOM)	01-NOV-2009	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES

SECTION G - CONTRACT ADMINISTRATION DATA

UPDATED	GS7006	252.204-0005 (DFARS PGI)	01-SEP-2009	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date
ADDED	GS7630	52.227-4004 (TACOM)	01-OCT-2003	RELEASE OF INFORMATION

SECTION H - SPECIAL CONTRACT REQUIREMENTS

AUTO	HA00001	252.222-7006	01-DEC-2010	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
UPDATED	HA60001	952.225-0011 (C3)	01-AUG-2011	GOVERNMENT FURNISHED CONTRACTOR SUPPORT

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AUTO	HS7101	52.204-4005	01-SEP-2004	REQUIRED USE OF ELECTRONIC CONTRACTING
SECTION I - CONTRACT CLAUSES				
AUTO	IF00359	52.202-1	01-JUL-2004	DEFINITIONS
ADDED	IF00002	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF00003	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF00004	52.203-6	01-SEP-2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF00006	52.203-7	01-OCT-2010	ANTI-KICKBACK PROCEDURES
AUTO	IF00007	52.203-8	01-JAN-1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00008	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00009	52.203-12	01-OCT-2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	IF00369	52.203-13	01-APR-2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
AUTO	IF00013	52.204-4	01-MAY-2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
ADDED	IF00014	52.204-7	01-APR-2008	CENTRAL CONTRACTOR REGISTRATION
ADDED	IF00364	52.204-10	01-JUL-2010	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
AUTO	IF00023	52.209-6	01-DEC-2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
ADDED	IF00401	52.210-1	01-APR-2011	MARKET RESEARCH
ADDED	IF00024	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
ADDED	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF00038	52.215-2	01-OCT-2010	AUDIT AND RECORDS--NEGOTIATIONS
ADDED	IF00042	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF00047	52.215-11	01-AUG-2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS
ADDED	IF00049	52.215-13	01-OCT-2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS
ADDED	IF00050	52.215-14	01-OCT-2010	INTEGRITY OF UNIT PRICES
DELETED	IF00382	52.215-23	01-OCT-2009	LIMITATIONS ON PASS-THROUGH CHARGES
ADDED	IF00396	52.219-8	01-JAN-2011	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF00081	52.219-9	01-OCT-2001	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)
ADDED	IF00084	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
ADDED	IF00087	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF00102	52.222-19	01-JUL-2010	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
ADDED	IF00103	52.222-20	01-OCT-2010	WALSH-HEALEY PUBLIC CONTRACTS ACT

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ADDED	IF00104	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
ADDED	IF00105	52.222-26	01-MAR-2007	EQUAL OPPORTUNITY
ADDED	IF00110	52.222-35	01-SEP-2010	EQUAL OPPORTUNITY FOR VETERANS
ADDED	IF00111	52.222-36	01-OCT-2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
ADDED	IF00112	52.222-37	01-SEP-2010	EMPLOYMENT REPORTS ON VETERANS
ADDED	IF00395	52.222-40	01-DEC-2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
ADDED	IF00116	52.222-50	01-FEB-2009	COMBATING TRAFFICKING IN PERSONS
ADDED	IF00381	52.222-54	01-JAN-2009	EMPLOYMENT ELIGIBILITY VERIFICATION
ADDED	IF00117	52.223-5	01-MAY-2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
ADDED	IF00121	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
ADDED	IF00122	52.223-10	01-MAY-2011	WASTE REDUCTION PROGRAM
UPDATED	IF00394	52.223-18	01-AUG-2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
ADDED	IF00402	52.223-19	01-MAY-2011	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS
ADDED	IF00133	52.225-13	01-JUN-2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
ADDED	IF00136	52.227-1	01-DEC-2007	AUTHORIZATION AND CONSENT
ADDED	IF00140	52.227-2	01-DEC-2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF00161	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF00170	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF00171	52.232-2	01-APR-1984	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS
AUTO	IF00175	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
ADDED	IF00176	52.232-9	01-APR-1984	LIMITATION ON WITHHOLDING OF PAYMENTS
AUTO	IF00178	52.232-11	01-APR-1984	EXTRAS
ADDED	IF00179	52.232-17	01-OCT-2010	INTEREST
AUTO	IF00185	52.232-23	01-APR-1984	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)
ADDED	IF00187	52.232-25	01-OCT-2008	PROMPT PAYMENT
ADDED	IF00191	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
ADDED	IF00194	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF00196	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF00198	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
ADDED	IF00234	52.242-4	01-JAN-1997	CERTIFICATION OF FINAL INDIRECT COSTS
AUTO	IF00235	52.242-13	01-JUL-1995	BANKRUPTCY
ADDED	IF00242	52.243-1	01-APR-1984	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE V (APR 1984)

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AUTO/DEL	IF00237	52.243-1	01-AUG-1987	CHANGES--FIXED PRICE
ADDED	IF00254	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
ADDED	IF00391	52.245-1	01-AUG-2010	GOVERNMENT PROPERTY
ADDED	IF00267	52.245-9	01-AUG-2010	USE AND CHARGES
ADDED	IF00284	52.246-24	01-FEB-1997	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS
ADDED	IF00307	52.247-63	01-JUN-2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
ADDED	IF00310	52.247-68	01-FEB-2006	REPORT OF SHIPMENT (REPSHIP)
DELETED	IF00311	52.248-1	01-OCT-2010	VALUE ENGINEERING
ADDED	IF00322	52.249-2	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF00336	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
ADDED	IF00338	52.249-9	01-APR-1984	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)
ADDED	IF00353	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
ADDED	IA00001	252.201-7000	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
UPDATED	IA00285	252.203-7000	01-SEP-2011	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
AUTO	IA00267	252.203-7001	01-DEC-2008	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
AUTO	IA00287	252.203-7002	01-JAN-2009	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
ADDED	IA00302	252.203-7003	01-SEP-2010	AGENCY OFFICE OF THE INSPECTOR GENERAL
ADDED	IA00268	252.204-7000	01-DEC-1991	DISCLOSURE OF INFORMATION
ADDED	IA00005	252.204-7002	01-DEC-1991	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED
AUTO	IA00269	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA00009	252.204-7006	01-OCT-2005	BILLING INSTRUCTIONS
AUTO	IA00279	252.204-7008	01-APR-2010	EXPORT-CONTROLLED ITEMS
AUTO	IA00010	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	IA00011	252.209-7004	01-DEC-2006	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	IA00013	252.211-7000	01-OCT-2010	ACQUISITION STREAMLINING
ADDED	IA00014	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
UPDATED	IA00304	252.219-7003	01-SEP-2011	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)
ADDED	IA00320	252.223-7008	01-MAY-2011	PROHIBITION OF HEXAVALENT CHROMIUM
ADDED	IA00046	252.225-7001	01-SEP-2011	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
ADDED	IA00047	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA00048	252.225-7004	01-OCT-2010	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD

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ADDED	IA00050	252.225-7006	01-OCT-2010	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
ADDED	IA00291	252.225-7009	01-JAN-2011	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS
ADDED	IA00052	252.225-7012	01-JUN-2010	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA00053	252.225-7013	01-DEC-2009	DUTY-FREE ENTRY
ADDED	IA00056	252.225-7015	01-JUN-2005	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
ADDED	IA00057	252.225-7016	01-JUN-2011	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
ADDED	IA00065	252.225-7033	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES
AUTO	IA00072	252.226-7001	01-SEP-2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
UPDATED	IA00076	252.227-7013	01-SEP-2011	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
ADDED	IA00078	252.227-7014	01-MAR-2011	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
ADDED	IA00081	252.227-7016	01-JAN-2011	RIGHTS IN BID OR PROPOSAL INFORMATION
UPDATED	IA00084	252.227-7019	01-SEP-2011	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE
ADDED	IA00167	252.227-7020	01-JUN-1995	RIGHTS IN SPECIAL WORKS
DELETED	IA00089	252.227-7025	01-MAR-2011	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
ADDED	IA00091	252.227-7027	01-APR-1988	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
ADDED	IA00092	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
UPDATED	IA00096	252.227-7037	01-SEP-2011	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	IA00275	252.227-7038	01-DEC-2007	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)
ADDED	IA00271	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA00115	252.232-7003	01-MAR-2008	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
AUTO	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
AUTO	IA00128	252.235-7011	01-NOV-2004	FINAL SCIENTIFIC OR TECHNICAL REPORT
ADDED	IA00144	252.242-7003	01-DEC-1991	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
ADDED	IA00145	252.242-7004	01-MAY-2011	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
ADDED	IA00321	252.242-7005	01-MAY-2011	CONTRACTOR BUSINESS SYSTEMS
ADDED	IA00322	252.242-7006	01-MAY-2011	ACCOUNTING SYSTEM ADMINISTRATION
AUTO	IA00147	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA00148	252.243-7002	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT
UPDATED	IA00149	252.244-7000	01-SEP-2011	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)

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ADDED	IA00317	252.245-7001	01-FEB-2011	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY
ADDED	IA00318	252.245-7002	01-FEB-2011	REPORTING LOSS OF GOVERNMENT PROPERTY
ADDED	IA00324	252.245-7003	01-MAY-2011	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION
ADDED	IA00152	252.246-7000	01-MAR-2008	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED	IA00153	252.246-7001	01-DEC-1991	WARRANTY OF DATA
ADDED	IA00273	252.246-7003	01-JAN-2007	NOTIFICATION OF POTENTIAL SAFETY ISSUES
ADDED	IA00307	252.246-7004	01-OCT-2010	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS
ADDED	IA00157	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
CHANGED	IF60142	52.232-16	01-AUG-2010	PROGRESS PAYMENTS

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

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(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

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(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

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(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the

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Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

CHANGED IF60083 52.243-7 01-APR-1984 NOTIFICATION OF CHANGES

(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 15 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;

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(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 15 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.

(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)

AUTO/CHANGE IA60011 252.235-7010 01-MAY-1995 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

(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 TACOM Life Cycle Management

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Command (LCMC) under Contract No. -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 TACOM LCMC.

(End of clause)

DELETED	IS6230	52.217-4001 (TACOM)	01-FEB-2007	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY
AUTO	IF70049	52.209-9	01-JAN-2011	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED	IF70003	52.215-19	01-OCT-1997	NOTIFICATION OF OWNERSHIP CHANGES
ADDED	IF70017	52.219-4	01-JAN-2011	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
ADDED	IF70036	52.219-28	01-APR-2009	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
ADDED	IF70015	52.223-3	01-JAN-1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
ADDED	IF70018	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
AUTO	IF70033	52.252-2	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE
ADDED	IF70034	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
DELETED	IA70003	252.211-7005	01-NOV-2005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
ADDED	IA70007	252.223-7001	01-DEC-1991	HAZARD WARNING LABELS
AUTO	IS7002	52.204-4009	01-MAR-2005	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION
AUTO	IS7070	52.219-4070	01-APR-2006	PILOT MENTOR-PROTEGE PROGRAM

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

ADDED	KF00012	52.225-20	01-AUG-2009	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION
AUTO	KA00001	252.209-7001	01-JAN-2009	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	KA00003	252.225-7031	01-JUN-2005	SECONDARY ARAB BOYCOTT OF ISRAEL
ADDED	KA00005	252.227-7017	01-JAN-2011	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
ADDED	KA00006	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
CHANGED	KF60007	52.204-8	01-MAY-2011	ANNUAL REPRESENTATIONS AND CERTIFICATIONS

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1000 employees.

(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.

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(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 certification 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 Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(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.

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(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, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II 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 Engaging in Sanctioned Activities Relating to Iran -- Certification. 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 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.

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(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.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)

CHANGED KS6035 52.215-4005 01-OCT-1985 MINIMUM ACCEPTANCE PERIOD (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)

ADDED	KF70039	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
AUTO	KF70044	52.209-7	01-JAN-2011	INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED	KF70036	52.247-53	01-APR-1984	FREIGHT CLASSIFICATION DESCRIPTION
DELETE/REG	KA70012	252.204-7007	01-MAY-2010	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8)
AUTO/DEL	KS7035	52.215-4005 (TACOM)	01-OCT-1985	MINIMUM ACCEPTANCE PERIOD (TACOM)
AUTO	KS7008	52.215-4010 (TACOM)	01-JUN-2008	AUTHORIZED NEGOTIATORS (TACOM)
AUTO	KS7151	52.223-4002 (TACOM)	01-OCT-2008	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) (TACOM)
AUTO	KS7147	52.225-4003 (TACOM)	01-MAR-1990	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION (TACOM)
AUTO	KS7283	52.245-4004	01-JAN-1991	CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED	LF00023	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
ADDED	LF00024	52.214-35	01-APR-1991	SUBMISSIONS OF OFFERS IN U.S. CURRENCY
ADDED	LF00026	52.215-1	01-OCT-1997	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)
ADDED	LF00028	52.215-16	01-JUN-2003	FACILITIES CAPITAL COST OF MONEY
ADDED	LF00032	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
ADDED	LF00035	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
ADDED	LF00042	52.247-46	01-APR-1984	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS
ADDED	LA00003	252.225-7003	01-OCT-2010	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER
CHANGED	LF60017	52.211-14	01-APR-2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE

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)

CHANGED	LF60009	52.216-1	01-APR-1984	TYPE OF CONTRACT
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The Government contemplates award of a firm-fixed price contract(s) resulting from this solicitation.

(End of Provision)

AUTO/CHANGE	LF60010	52.233-2	01-SEP-2006	SERVICE OF PROTEST
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Center Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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

(End of Provision)

ADDED	LF70002	52.211-1	01-AUG-1998	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29
ADDED	LF70003	52.211-2	01-JAN-2006	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)
AUTO	LF70014	52.252-1	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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ADDED	LF70015	52.252-5	01-APR-1984	AUTHORIZED DEVIATIONS IN PROVISIONS
DELETED	LS7431	52.211-4036	01-APR-2000	FORMAT OF THE TECHNICAL DATA PACKAGE (TDP)
AUTO	LS7830	52.211-4047 (TACOM)	01-DEC-2004	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)
DELETED	LS7327	52.211-4054 (TACOM)	01-MAR-1989	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES
ADDED	LS7336	52.215-20	01-OCT-1997	REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. IV dated Oct. 1997
AUTO	LS7001	52.215-4003 (TACOM)	01-MAY-2011	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
AUTO	LS7006	52.215-4404	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
AUTO	LS7111	DA, 52.215- 5111	01-APR-2010	ABILITY ONE SUBCONTRACTING CREDIT
ADDED	LS7385	52.219-4005	01-FEB-1999	SUBMISSION OF SUBCONTRACTING PLAN
AUTO	LS7015	52.233-4001	01-OCT-2006	HQ-AMC LEVEL PROTEST PROCEDURES
AUTO	LS7055	52.245-4002 (TACOM)	01-MAR-1996	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING
DELETED	LS7425	52.246-4001 (TACOM)	01-MAY-2005	OFFEROR'S QUALITY ASSURANCE SYSTEM

SECTION M - EVALUATION FACTORS FOR AWARD

DELETED	MF00005	52.217-5	01-JUL-1990	EVALUATION OF OPTIONS
ADDED	MF00007	52.247-47	01-JUN-2003	EVALUATION--F.O.B. ORIGIN
ADDED	MA00002	252.225-7032	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS
CHANGED	MS6312	52.209-4011 ALT I	01-APR-2011	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

(a) We may award up to 2 contracts to the offerors that:

(1) submit the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and

(2) submit a bid or proposal that meets all the material requirements of this solicitation, and

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

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

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

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

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

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

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[End of Provision]

CHANGED MS6004 52.247-4006 01-DEC-2005 METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS (TACOM)

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

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

UFC:	STCC 6001-AM	UFC ITEM NO.:	1931150
NMFC:	STB NMF 100-AK	NMFC ITEM NO:	145720

[End of Provision]

AUTO/DEL MS7311 52.209-4011 01-JAN-2001 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD (TACOM)

ADDED MS7808 52.215-4008 01-SEP-2005 EVALUATION OF OFFERS FOR MULTIPLE AWARDS (TACOM)

DELETED MS7911 52.216-4006 01-NOV-2007 METHOD OF PRICE EVALUATION (TACOM)

ADDED MS7053 52.245-4001 01-MAR-1985 EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY (TACOM)