

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page of Pages 1 96
2. Contract Number	3. Solicitation Number W56HZV-11-R-0412	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2012SEP06	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-HTB-A 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 01:00pm (hour) local time 2012OCT22 (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 NANCY DULMAGE	B. Telephone (No Collect Calls)		C. E-mail Address NANCY.DULMAGE@US.ARMY.MIL
		Area Code (586)	Number 282-5678	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 (%)
-----------------------------------------------------------------------------	-----------------------------------------------	-----------------------------------------------	-----------------------------------------------	--------------------------------------------

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.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

External Fuel Tank Fire Suppression (FTFS) Kits

A.1 Requirement Overview: As a result of this Request for Proposal (RFP), the Government intends to execute an award for External Fuel Tank Fire Suppression (FTFS) Kits for Heavy Tactical Vehicles (HTV) on a best value basis using a three year Firm Fixed Price (FFP) Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. The minimum quantity is 1,760 each, and the maximum quantity over three years is 6,695 each.

A.2 Contract Overview: This is a competitive Small Business Set Aside (SBSA). A technical data package (TDP) is not available for the vehicles. Potential offerors need to possess the ability to meet the requirements of the Scope of Work (see Section C of the solicitation) and the FTFS Performance Specification dated 06 May 2008. To view the FTFS Performance Specification, the contractor must provide evidence of its security clearance (Secret) by providing a copy of its Facility Clearance Letter (FCL) signed by a Defense Security Services representative. Reference The National Industrial Security Program Operating Manual (NISPOM) dated Feb 2006 for information on how to obtain a FCL (www.dss.mil/isp/fac_clear/download_nispom.html). In accordance with M.2.1.8, the Government may reject an offerors proposal that does not include evidence the offeror has obtained the aforementioned SECRET Facility Clearance and the classified performance specifications at the time of proposal submission (refer to Section H.2). Extensions to this RFP will NOT be granted by the Government to allow time for potential offerors to obtain the aforementioned clearances that do not already possess them.

A.3 Proposal Instructions: The offerors proposal shall be submitted in three separate volumes as set forth below. Each Volume shall contain one hard copy and one electronic CD-ROM. In the event of a variance between the Army Single Face to Industry (ASFI) version of the proposal, hard copy and the CD-ROMs, the ASFI version of the proposal shall take precedence (to include for purposes of establishing timely proposal submission). The offerors proposal shall be uploaded to the ASFI (<https://acquisition.army.mil/afse/>) website. Additionally, the hard copy and electronic CD-ROM copy of the offerors proposal shall be delivered to the address specified in L.1.4.1, clearly labeled with volumes divided as follows:

- Volume I - Technical
- Volume II - Price
- Volume III - Proposal Terms and Conditions (SF33, RFP Sections A-K)

A.3.1 Basis of Award: The Government plans to award one FFP IDIQ contract for HTV FTFS Kits (for HEMTTA4, HEMTT 983A4LET, HETA0, HETA1, PLSA0, PLSA1, M915A3, M915A5, M916A3, and M917A2 trucks) as a result of this solicitation subject to the provisions contained herein. The evaluation of proposals submitted in response to this solicitation will be conducted on a Best Value basis using Source Selection Trade-Off Procedures.

As such, the Source Selection Authority, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-Price Factor 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 Factor as well as the total evaluated Price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the offeror with the lowest evaluated price.

A.3.2 Limitations on Subcontracting: Please take note of FAR Clause 52.219-14 Limitations on Subcontracting:

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of

Name of Offeror or Contractor:

materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

A.3.3 Evaluation Criteria:

A.3.3.1 EVALUATION CRITERIA: The Government will assess each offeror on the following two Evaluation Factors:

- (1) Technical Factor
- (2) Price Factor

A.3.3.2 Evaluation Factor Order of Importance: The Technical Factor is the most important factor and is significantly more important than the Price Factor.

A.3.3.3 The Technical Factor is further divided into Sub-Factors as follows:

- Technical Subfactor (1) FTFS Ballistic Performance Requirements, and
- Technical Subfactor (2) Ballistic Experience

Of the Technical Subfactors, Subfactor 1 (FTFS Ballistic Performance Requirements) is significantly more important than Subfactor 2 (Ballistic Experience).

A.4 The FTFS kits shall provide coverage for the vehicles external fuel tanks. The Heavy Equipment Transporter (HET), M915A5 and Palletized Loading System (PLS) vehicles have two external fuel tanks per vehicle. All Heavy Expanded Mobility Tactical Trucks (HEMTTs), M915A3, M916A3 and M917A2 have one external fuel tank per vehicle.

A.4.1 FTFS Kit design will be based on a solution for the following vehicles: HEMTT A4, HEMTT 983A4 LET, HET A0 & A1, PLS A0 & A1, M915 A3 & A5, M916A3 and M917A2.

A.5 Government Inspections and Testing:

A.5.1 First Article Inspection (FAI) and First Article Testing (FAT) (see paragraph E.2) are required. Test requirements are described in Section E of this solicitation. Upon contract award, the contractor will be required to deliver kits for FAI within 120 days after contract award. FAT shipping requirement is listed below.

A.5.1.1 Live Fire Ballistic Testing (paragraph E.2.2.1.1): Four of each Kit configuration listed in Section C.2.1 shall be shipped by the contractor to Aberdeen Test Center, MD, for Ballistic Testing.

A.5.1.2 Automotive Testing (paragraph E.2.2.1.2): Two of each kit configuration listed in Section C.2.1 shall be shipped by the contractor to Yuma Proving Ground, AZ for Installation and Automotive Testing.

A.6 Required Quantity and Deliverables

A.6.1 FTFS Kit Requirements:

Kit	Vehicle	Configurations Contained in Kit	Overall	Overall
			Minimum	Maximum
Kit A	HEMTTA4	Configuration 1	1330	3080
Kit B	M983A4 HEMTT LET	Configuration 2	10	385
Kit C	M1070A0 HET/M1070A1HET	Configuration 3&7	50	500
Kit D	M1074A0 PLS/M1074A1PLS	Configuration 4	10	400
Kit E	M1075A0 PLS/M1075A1PLS	Configuration 4&8	180	1180
Kit F	M915A5	Configuration 5&9	150	500
Kit G	M915A3/M916A2/M917A2	Configuration 6	30	650
Total Kits Required			1760	6695

A.7 FTFS Vehicle Display:

The Product Manager, Heavy Tactical Vehicles (PM HTV) is conducting a vehicle display in support of the FTFS Solicitation.

It is the intent of the vehicle display to make available to industry representative Heavy Tactical Vehicles that could have FTFS Kits installed. This display event will offer industry an opportunity to view, photograph, video record, measure and analyze the

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representative vehicles for purposes of the FTFS Acquisition. All requests for vehicle access appointments shall be submitted within 10 days of solicitation release.

Please see Attachment 0003, Vehicle Display Announcement for additional details.

A.8 Data Item Deliverables

Contract Data Requirements List (CDRL) listed in Exhibit A, are required for each vehicle platform. The following CDRL deliveries are applicable to this solicitation:

<u>CDRL</u>	<u>Description</u>
A001	Production/Configuration Baseline
A002	Safety Assessment Report (SAR)
A003	FTFS Kit Instruction Manual
A004	Failure Analysis and Corrective Action Report (FACAR)
A005	Hazard Assessment & Technical Report
A006	Engineering Change Proposal (ECP)
A007	Request for Deviation (RFD)
A008	Final Inspection Record (FIR)
A009	Packaging Validation Report
A010	First Article Inspection
A011	Production Quality Deficiency Report
A012	Certification/Data Report

A.9 All or None. Offers in response to this RFP must be submitted for all the requirements identified in the RFP. Offers submitted for less than all the requirements called for by this RFP will not be considered for award.

A.10 This section A, Executive Summary, is provided as a synopsis of important features in this solicitation. If conflict exists between this summary and the provisions in the remainder of the solicitation, the provisions in the remainder of the solicitation govern.

A.11 Schedule of Events

Offerors shall submit proposals on time and be prepared for potential discussions with the Government. Below is an estimated schedule to award:

Synopsis Issued: 17 January 2012, amended on 10 August 2012
RFP Release: 06 September 2012
Proposals Due: 22 October 2012
Target Award Date: 28 February 2013
FAI Due: 28 June 2013
FAT Quantities Due: 28 June 2013
Government FAT Complete: Estimated October 2013

Production Quantity Due: Initial production quantity due 60 days after FAT approval. Reference section F for minimum and maximum delivery rates.

A.12 Point of Contact: Questions can be directed to the contract specialist, Nancy Dulmage, via email, nancy.e.dulmage.civ@mail.mil.

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*** END OF NARRATIVE A0001 ***

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

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

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

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

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the 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=W56HZV11R0412

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

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

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award.

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[End of clause]

A-5 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) JAN/2012

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://wawftraining.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.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

A-6 52.242-4021 NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS NOV/2009
(TACOM)

Agencies other than TACOM, such as Defense Logistics Agency (DLA), may also place delivery orders under this contract (or, as applicable, the contract that results from this solicitation). In that event, such agencies will administer those orders.

(END OF CLAUSE)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO ITEM NUMBERS 0011AA Through 0091:</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,760 KITS (This will be ordered at the time of the basic contract award).</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 6,695 KITS</p> <p>NOTE: THE MINIMUM AND MAXIMUM QUANTITIES OF CLIN 0011AA - 0063AA ARE ESTIMATES FOR EACH ORDERING YEAR AND ARE BASED ON FORECASTED REQUIREMENTS. THE GOVERNMENT WILL ONLY GUARANTEE THE TOTAL THREE YEAR MINIMUM QUANTITY OF EACH CLIN IN ACCORDANCE WITH</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>CLAUSE 52.216-22.</p> <p>(End of narrative A002)</p> <p>KIT A (CONFIGURATION 1)</p> <p>THIS IS A FIRM FIXED PRICE (FFP), INDEFINITE DELIVERY-INDEFINITE QUANTITY-TYPE CONTRACT.</p> <p>CONTRACT DATA REQUIREMENTS (CDRLS) SHALL BE SEPARATELY PRICED UNLESS "NSP" IS INDICATED.</p> <p>*****</p> <p>THE INFORMATION PRESENTED ABOVE APPLIES TO EACH MAIN SUPPLIES CLIN AS FOLLOWS:</p> <p>0011AA, 0012AA, & 0013AA - Kit A (CONFIGURATION 1)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,330</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 3,080</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0021AA, 0022AA, & 0023AA - Kit B (CONFIGURATION 2)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 385</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0031AA, 0032AA, & 0033AA - Kit C (CONFIGURATION 3 & 7)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 50</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0041AA, 0042AA, & 0043 - Kit D (CONFIGURATION 4)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>*****</p> <p>0051AA, 0052AA, & 0053AA - Kit E (CONFIGURATION 4 & 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 180</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 1,180</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0061AA, 0062AA, & 0063AA - Kit F (CONFIGURATION 5 & 9)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 150</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0071AA, 0072AA, & 0073AA - Kit G (CONFIGURATION 6)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 30</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 650</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>(End of narrative A001)</p>				
0011AA	<p><u>FIRST ORDERING YEAR</u> _____</p> <p>NOUN: KIT A (CONFIGURATION 1)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,330 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 3,080 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u></p>	EST 1,480	KT	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	KIT A (CONFIGURATION 1)				
0012AA	<p>SECOND ORDERING YEAR _____</p> <p>NOUN: KIT A (CONFIGURATION 1)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,330 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 3,080 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 800	KT	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	KIT A (CONFIGURATION 1)				
0013AA	<p>THIRD ORDERING YEAR _____</p> <p>NOUN: KIT A (CONFIGURATION 1)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,330 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 3,080 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 800	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	KIT B (CONFIGURATION 2)				
0021AA	<p>FIRST ORDERING YEAR _____</p> <p>NOUN: KIT B (CONFIGURATION 2)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 385 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 85	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	KIT B (CONFIGURATION 2)				
0022AA	<p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: KIT B (CONFIGURATION 2)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 385 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 150	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	KIT B (CONFIGURATION 2)				
0023AA	<p>THIRD ORDERING YEAR _____</p> <p>NOUN: KIT B (CONFIGURATION 2)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 385 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 150	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	KIT C (CONFRIGURATION 3 & 7)				
0031AA	<p>FIRST ORDERING YEAR _____</p> <p>NOUN: KIT C (CONFRIGURATION 3 & 7)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 50 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 200	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	KIT C (CONFIGURATION 3 & 7)				
0032AA	<p>SECOND ORDERING YEAR _____</p> <p>NOUN: KIT C (CONFIGURATION 3 & 7)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 50 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 200	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	KIT C (CONFIGURATION 3 & 7)				
0033AA	<p>THIRD ORDERING YEAR _____</p> <p>NOUN: KIT C (CONFIGURATION 3 & 7)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 50 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 100	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	KIT D (CONFIGURATION 4)				
0041AA	<p>FIRST ORDERING YEAR _____</p> <p>NOUN: KIT D (CONFIGURATION 4)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 200	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	KIT D (CONFIGURATION 4)				
0042AA	<p>SECOND ORDERING YEAR _____</p> <p>NOUN: KIT D (CONFIGURATION 4)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 300	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	KIT D (CONFIGURATION 4)				
0043AA	<p>THIRD ORDERING YEAR _____</p> <p>NOUN: KIT D (CONFIGURATION 4)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 300	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	KIT E (CONFIGURATION 4 & 8)				
0051AA	<p>FIRST ORDERING YEAR _____</p> <p>NOUN: KIT E (CONFIGURATION 4 & 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 180 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 1,180 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 380	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	KIT E (CONFIGURATION 4 & 8)				
0052AA	<p>SECOND ORDERING YEAR _____</p> <p>NOUN: KIT E (CONFIGURATION 4 & 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 180 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 1,180 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 400	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	KIT E (CONFIGURATION 4 & 8)				
0053AA	<p>THIRD ORDERING YEAR _____</p> <p>NOUN: KIT E (CONFIGURATION 4 & 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 180 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 1,180 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 400	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	KIT F (CONFIGURATION 5 & 9)				
0061AA	<p>FIRST ORDERING YEAR _____</p> <p>NOUN: KIT F (CONFIGURATION 5 & 9)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 150 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 200	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	KIT F (CONFIGURATION 5 & 9)				
0062AA	<p>SECOND ORDERING YEAR _____</p> <p>NOUN: KIT F (CONFIGURATION 5 & 9)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 150 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 150	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	KIT F (CONFIGURATION 5 & 9)				
0063AA	<p>THIRD ORDERING YEAR _____</p> <p>NOUN: KIT F (CONFIGURATION 5 & 9)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 150 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 500 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 150	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	KIT G (CONFIGURATION 6)				
0071AA	<p>FIRST ORDERING YEAR _____</p> <p>NOUN: KIT G (CONFIGURATION 6)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 30 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 650 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 180	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	KIT G (CONFIGURATION 6)				
0072AA	<p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: KIT G (CONFIGURATION 6)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 30 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 650 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 225	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	KIT G (CONFIGURATION 6)				
0073AA	<p>THIRD ORDERING YEAR _____</p> <p>NOUN: KIT G (CONFIGURATION 6)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 30 KITS TOTAL MAXIMUM 3-YEAR QUANTITY: 650 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	EST 225	KT	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	<p><u>FIRST ARTICLE INSPECTION/FIRST ARTICLE TEST</u></p> <p>NOUN: FIRST ARTICLE TEST SUPPORT</p> <p>ONE LOT CONSISTS OF THE FOLLOWING:</p> <p>KIT A - 7 FAT KITS KIT B - 7 FAT KITS KIT C - 7 FAT KITS KIT D - 7 FAT KITS KIT E - 7 FAT KITS KIT F - 7 FAT KITS KIT G - 7 FAT KITS TOTAL - 49 FAT KITS</p> <p>A DESCRIPTION OF THE CONFIGURATIONS INCLUDED IN EACH KIT IS AVAILABLE IN TABLE C.2.1</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF CLAUSE 52.209-4 ENTITLED FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) --ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989).</p> <p>NOTE: PLEASE SEE PROVISIONS CONCERNING POSSIBLE WAIVER OF FIRST ARTICLE APPROVAL AND RELATED EVALUATION FACTORS CONTAINED WITHIN THIS SOLICITATION.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT:</p> <p>SHIP TO: (Y00006) SEE FIRST ARTICLE TEST CLAUSE FOR DISTRIBUTION</p>	1	LO	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0412 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>NOUN: CDRL A001-A012</p> <p>The contractor shall prepare and deliver data submission in accordance with the requirements, quantities, and schedule of data items A001 through A012 set forth in Contract Data requirements List (DD Form 1423) in Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Fuel Tank Fire Suppression (FTFS) Kits for Heavy Tactical Wheeled Vehicles.

C.1 Objective. The objective of this effort is to test and procure external FTFS Kits that will prevent sustained fuel tank fires resulting from ballistic impact for the following models of the Family of Heavy Tactical Vehicle (FHTV) fleet: Heavy Equipment Transporter (HET) A0 & A1, Heavy Expanded Mobility Tactical Truck (HEMTT) A4, Palletized Loading System (PLS) A0 & A1, M915A3, M915A5, M916A3 and the M917A2. Testing (reference E.2) shall include both Contractor testing at certified test labs as well as Government First Article Testing (FAT) at Government test sites. Production shall follow the successful completion of FAT, based on delivery orders.

C.2 FTFS Kit Requirements.

C.2.1 Vehicle Platforms. The Contractor shall develop and produce FTFS Kits for all platforms listed in Table C.2.1 below. As shown in Table C.2.1, some Vehicle Kits contain multiple fuel tank configurations. The Contractor shall produce and deliver the same technical solution for each of the nine fuel tank configurations. The contractor's technical solution, or adaptations of the technical solution, shall meet the dimensions detailed in Section C, Table C.2.1 and the kitting requirements detailed in Section C.2.1.2. Note, contractors may provide identical kit adaptations for the configurations listed below:

Table C.2.1 Vehicle Platform Information

Common Configuration	Fuel Tank Location	*Diameter	*Length	*Width	*Height	*Capacity	Vehicle Model
Configuration 1	Drivers Side	28.75	60	RT/NA	RT/NA	155	HEMTT A4
Configuration 2	Drivers Side	28.75	60	RT/NA	RT/NA	155	M983A4 HEMTT LET
Configuration 3	Drivers Side	28.75	58.13	RT/NA	RT/NA	150	M1070A0 HET
Configuration 3	Drivers Side	28.75	58.13	RT/NA	RT/NA	150	M1070A1 HET
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1074 A0 PLS
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1075 A0 PLS
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1074 A1 PLS
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1075 A1 PLS
Configuration 5	Drivers Side	25.24	32.5	RT/NA	RT/NA	60	M915A5
Configuration 6	Drivers Side	27.25	45	RT/NA	RT/NA	100	M915A3
Configuration 6	Drivers Side	27.25	45	RT/NA	RT/NA	100	M916A3
Configuration 6	Drivers Side	27.25	45	RT/NA	RT/NA	100	M917A2
None	NFTP	NA	NA	NA	NA	NA	HEMTT A4
None	NFTP	NA	NA	NA	NA	NA	M983A4 HEMTT LET
Configuration 7	Passenger Side	28.75	39.31	RT/NA	RT/NA	100	M1070A0 HET
Configuration 7	Passenger Side	28.75	39.31	RT/NA	RT/NA	100	M1070A1 HET
None	NFTP	NA	NA	NA	NA	NA	M1074 A0 PLS
Configuration 8	Passenger Side	ST/NA	67	23.35	13.5	86	M1075 A0 PLS
None	NFTP	NA	NA	NA	NA	NA	M1074 A1 PLS
Configuration 8	Passenger Side	ST/NA	67	23.35	13.5	86	M1075 A1 PLS
Configuration 9	Passenger Side	25.24	32.5	RT/NA	RT/NA	60	M915A5
None	NFTP	NA	NA	NA	NA	NA	M915A3
None	NFTP	NA	NA	NA	NA	NA	M916A3
None	NFTP	NA	NA	NA	NA	NA	M917A2

Codes:

NFTP = No Fuel Tank Present on Passenger Side

NA = Not Applicable

ST/NA = Square Tank/Not Applicable

RT/NA = Round Tank/Not Applicable

* Diameter, Length, Width, & Height are in inches. Capacity is in gallons.

C.2.1.2 The FTFS Kits shall provide coverage for the vehicles external fuel tanks. The HET, M915A5 and PLS vehicles shall have both drivers side and passengers side external fuel tank protection. All HEMTTs, M915A3, M916A3 and M917A2 shall have only drivers side external fuel tank protection, due to the lack of a passenger side fuel tank. The contractor shall provide an identical technical

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solution for each of the vehicle platforms identified in C.2.1. Each FTFS vehicle Kit shall include all materials necessary to support field installation to include mounting hardware, shipping and packaging material, and installation instructions (CDRL A003 FTFS Kit Instruction Manual). In the case where one kit is applicable to more than one vehicle, the kit shall contain parts and instructions for all applicable vehicles (see C.10.2).

C.2.2 Technical Requirements to be submitted with FAT kits (Production/Configuration Baseline). The Contractor shall provide a technical description for each configuration of FTFS Kit for this procurement. The technical description shall define the products submitted for FAT and shall be a complete drawing package that depicts the product as delivered for FAT (proprietary is acceptable). This will become the Production Baseline technical description. The technical description shall include a design description, system description, specification sheets of all components, Material Safety Data Sheets for fire extinguishing material, the Top Level (Kit) drawing, the physical containment system for any fire extinguishing chemicals, and kit weight. The Top Level (Kit) drawing shall be suitable for updating the Army provisioning/catalog data system. (CDRL A001 Production/Configuration Baseline, IAW DI-SESS-81003D)

C.2.3 Physical Characteristics

C.2.3.1 Paint. The FTFS Kits shall have exterior coloration that matches Tan 686 chip #33446 in accordance with FED-STD-595.

C.2.3.1.1 Paint Application. If the kit requires paint to achieve the color in C.2.3.1, Chemical Agent Resistant Coating (CARC) paint shall be applied IAW MIL-DTL-53072.

C.2.3.2 Dissimilar metals shall not be used in contact with each other unless protected against galvanic corrosion IAW MIL-STD-889.

C.2.3.3 Individual kit components shall not exceed a weight of 74 pounds each, based on the maximum design weight limit for two people lifting an object to a surface greater than five feet above the floor IAW MIL-STD-1472. FTFS Kits shall add no more than 250 pounds per fuel tank when installed.

C.2.3.4 The FTFS Kit shall provide fuel tank coverage on all sides necessary to meet the performance requirements as specified in this SOW.

C.2.3.5 The extinguishing agent shall not include any chemicals prohibited by the Toxic Substances Control Act (TSCA) of 1976.

C.3 FTFS Ballistic Performance Requirements. The contractor shall provide FTFS Kits that meet the requirements of the FTFS Ballistic Performance Specifications, dated 06 May 2008 (classified). To view the FTFS Performance Specifications the Contractor must provide evidence of its security clearance by providing a copy of its Facility Clearance Letter (FCL) signed by a Defense Security Services representative to the Government Contract Specialist listed on the cover page of the solicitation (standard form 33). Security Classification Specification of this requirement is defined in Attachment 0002, Department of Defense Contract Security Classification Specification (DD254) form (see paragraph H.2 Facility and Information Security Clearances, H.3 Security Requirement, and H.4 Safeguarding Classified Information within Industry).

C.4 Environmental Performance

C.4.1 FTFS Kits shall be Petroleum, Oil, and Lubricants (POL) resistant IAW MIL-STD-810, method 504.1 (Contamination of Fluids), Procedure II Intermittent Exposure.

C.4.2 FTFS Kits shall have ultraviolet and sunlight (UV) resistance IAW MIL-STD-810, method 505.5 (Solar Radiation), Procedure II with a test duration of fifty-six (56) twenty-four (24) hour cycles.

C.4.3 FTFS Kits shall have water/rain resistance IAW MIL-STD-810, method 506.5 (Rain), Procedure I.

C.4.4 FTFS Kits shall have humidity resistance IAW MIL-STD-810, method 507.5 (Humidity), Procedure II with a test duration of ten (10) twenty-four (24) hour cycles.

C.4.5 FTFS Kits functionality shall not be degraded when exposed to temperatures from -50 degrees Fahrenheit to 165 degrees Fahrenheit.

C.4.6 FTFS Kits functionality shall not be degraded by the effects of road debris (e.g. rock strike).

C.4.7 Physical Containment. Materials used in the construction of FTFS Kits shall remain stable during use and storage and shall not degrade in durability and performance throughout the range of temperatures identified in C.4.5. If used in the FTFS Kit design, FTFS extinguishing agent holding bags made of cloth or a composite of cloth and other materials shall hold their shape, shall not sag, and shall not allow settling of the FTFS extinguishing agent at the bottom of the bags. Bag stiffeners shall be acceptable for use in meeting this requirement and shall not interfere with the functionality, operation and performance of the FTFS Kit.

C.5 Operational requirements. FTFS Kits shall be fully operable without vehicle power.

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C.6 Interfaces and Commonality. The FTFS Kit shall fit on each tank taking into account any component interference issues, consisting of brackets, fuel lines, wheel fenders, storage boxes, exhaust tubing, and vehicle collision warning sensors. The FTFS Kit shall not decrement vehicle system performance. Design of the FTFS Kit shall provide for interchangeability of components.

C.7 Installation requirements. FTFS Kits must be installed on the vehicle without removal of the fuel tank or disconnecting fuel lines and pump wires. The fuel tank brackets can be loosened to adjust or shift the fuel tank in order to install the FTFS Kit. FTFS Kits shall be installable in less than two hours (by two soldiers) per fuel tank with no specialized training and without the use of special tools. Special tools are defined as any tools not included in the General Mechanics Tool Kit (NSN5180-01-548-7634) or the Standard Automotive Tool Set (NSN4910-01-490-6453). FTFS Kits shall provide all hardware for remounting of any removed vehicle equipment.

C.8 Security Requirements

C.8.1 All contractor employees (associated with this contract) must complete Level I OPSEC training per AR 530-1, within 30 calendar days of contract award and new employees within 30 days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training. Level I training is available free of charge at the Interagency OSPEC Support Staff website: *HYPERLINK "https://www.iad.gov/ioss/department/opsec-certification-10065.cfm" https://www.iad.gov/ioss/department/opsec-certification-10065.cfm.

C.8.2 The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the Government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

C.8.3 Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified (Con)fidential, (Sec)ret, or Top (Sec)ret and requires contractors to comply with (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

C.8.4 All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: *HYPERLINK "https://atlevell.dtic.mil/at" https://atlevell.dtic.mil/at.

C.8.5 Contractor and all associated subcontractors employees shall comply with applicable installation, facility and area commander installation and/or facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

C.8.6 The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 7 calendar days after contract award.

C.9 Safety Assessment/Requirements. The Contractor shall provide both a Safety Assessment Report (SAR) (CDRL A002 Safety Assessment Report (SAR), IAW DI-SAFT-80102A) and Health and Hazard Assessment Report (HHAR) (CDRL A005 Hazard Assessment), IAW DI-SAFT-80102B) no later than 90 days after contract award, which shall identify all inherent system hazards that may be expected under all operating and maintenance conditions. The Contractors submission of the SAR and Hazard Assessment shall identify all required Personnel Protection Equipment (PPE) needed during a blast event or clean up from the event. In preparing the Safety Assessment Report, the Contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem or component including a Material Safety Data Sheet (MSDS). The manufacturers declared chemical analysis must be submitted to the contracting agency and to the ballistic test agency in accordance with CDRL A002 Safety Assessment Report (SAR).

C.10 Logistics Support. The Contractor shall provide logistics support for the FTFS Kit and plan for Integrated Logistics Support (ILS) reviews as follows:

C.10.1 The Contractor shall provide an Installation Instruction Manual IAW DI-TMSS-80527B (CDRL A003 FTFS Kit Instruction Manual). The manual shall contain all technical information on the assembly, installation, operation, parts, installation tools required, expendable and durable items, and maintenance of the FTFS Kits. Installation instructions shall include FTFS Kit unpacking instructions, an inventory sheet of kit contents, and pictures identifying each kit component for each configuration. The Contractor shall include all

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findings from Government testing recorded on Test Incident Reports (TIRs) and Failure Analysis Corrective Action Reports (FACARs) that affect the installation instruction manual. The Contractor shall use Appendix A of MIL-PRF-32216 in determining content requirements. No specialized training shall be required for soldiers to comprehend kit installation.

C.10.2 FTFS Kits shall have one set of instructions in each kit package. Instructions shall be accessible without unpacking FTFS kit contents from packaging (on top inside). Instructions shall be printed in English. An electronic version (PDF or Microsoft Word format) shall be provided to COR (CDRL A003 FTFS Kit Instruction Manual, IAW DI-TMSS-80527B).

C.10.3 FTFS Kit Installation Manual Verification. The Contractor shall conduct Install Manual verification by providing a draft Installation Manual as well as demonstrating the install to the Government no later than 120 days after contract award. (CDRL A003 FTFS Kit Instruction Manual)

C.10.3.1 Reserved

C.10.3.2 The Contractor shall schedule the verification. The Contractor shall record, and maintain all changes and updates made during the verification.

C.10.3.3 All verification findings from C.10.3.2 shall be incorporated by the Contractor into the Final Installation Manual and delivered to the Government for review within 14 calendar days, or less, after the verification. (CDRL A003 FTFS Kit Instruction Manual)

C.10.3.4 Within 14 calendar days after delivery of the Final Installation Manual (see C.10.3.3), the Government will review and provide the Contractor any changes that need to be incorporated.

C.10.3.5 All verification findings and follow-up comments from the Governments review of the Draft Installation Manual shall be incorporated by the Contractor into final copies and made available for final approval by the Government, within 14 calendar days of receipt of Government comments. (CDRL A003 FTFS Kit Instruction Manual)

C.10.4 One logistics review shall be scheduled by the Contractor in conjunction with the Start of Work meeting. Up to two additional logistics reviews shall be scheduled by the Contractor during development of the draft Installation manual.

C.11 Configuration Management. The Contractor shall be responsible for managing the Government approved FAT configurations of the FTFS Kits. The Contractor shall establish a production configuration baseline and the Government may validate the baseline by performing a Physical Configuration Audit (PCA). The production configuration baseline identifies and documents the functional and physical characteristics of the Kits. The Government reserves the right to conduct a PCA at any time.

C.11.1 Engineering Change Proposals (ECPs). The Contractor shall submit an Engineering Change Proposal (ECP) in accordance with CDRL A006 (DI-CMAN-80639C) for Government approval before making any changes to the Production Baseline configuration of a FTFS Kit. The Contractor shall submit supporting rationale and a complete detailed cost analysis for each change. The submittal shall be accompanied by drawings, sketches, and other technical data necessary for the Government to perform a complete evaluation and provide the Contractor with a final decision.

C.11.2 Request for Deviations (RFDs). The Contractor may seek temporary relief from a particular contract requirement before, during, or after manufacture without affecting a change to the applicable technical data. The Contractor shall submit these variances or requests for relief electronically in the form of a Request for Deviation (RFD) in accordance with CDRL A007 Request for Deviation, (DI-CMAN-80640C). Nonconforming production FTFS Kits resulting from manufacturing error shall not be delivered to the Government unless an RFD has been processed and approved by the Government in accordance with the requirements of this contract. Requests for Deviation approval are not automatic or guaranteed. RFDs requested that affect ballistic integrity will not be considered. Variances to deviate from requirements are for the benefit of the Contractor and consideration offered for acceptance of the proposed RFD shall be attached as part of the RFD.

C.11.2.1 Effectivity Certification. Changes resulting from RFDs shall be incorporated into production through contract modification. Actual cut-in of these changes shall be at a single end item cut-in point. Each RFD shall be applied to the production line at one time in its entirety.

C.11.2.2 Supporting Data. Sufficient supporting data to evaluate the proposed request to deviate or waive requirements, legible and in electronic format, such as drawings, supplemental drawings, sketches, specifications, e-mail messages, manufacturers data sheets, shall be included with all RFDs.

C.12 Start of Work Meeting. The contractor shall host a start of work meeting at its facility within 15 days after contract award in accordance with FAR clause 52.204-4003 Start of Work Meeting. The Contractor shall at a minimum invite the PCO and Contract Specialist identified on the face page of this contract, and the Administrative Contracting Officer (ACO). The PCO, Contract Specialist and ACO shall be given at least ten days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

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*** END OF NARRATIVE C0001 ***

<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 15 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	JUL/2012
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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.

[] 2. This solicitation contains one or more web-located TDPs. 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: N/A

TDP Link (URL): N/A

[] 3. The TDP for this solicitation resides within FedBizOpps (<https://www.fbo.gov>), associated with this solicitation number, and can be accessed via this URL:

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 six (6) to ten (10) weeks 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 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.

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[End of clause]

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SECTION D - PACKAGING AND MARKING

SECTION D PRESERVATION, PACKING AND MARKING

D.1 Preservation. Packing and Marking. The contractor shall provide all labor, supervision, tools, equipment, technical assistance, and materials to complete the kit packaging and preparation for shipping.

D.2 Hazardous Materials. Packaging and marking for hazardous material shall be in accordance with MIL-STD-2073-1D, Standard Practice for Military Packaging, Appendix J, Table J.I a Specialized Preservation Code HM, the Joint Service Regulation AFMAN24-204/TM38-250 for Military Air Shipments, 49 CFR Part 172, and MIL-STD-129. The contractor shall provide a Material Safety Data Sheet (MSDS) CDRL A009 Packaging Validation Report to the Government for each hazardous material item in accordance with Occupational Safety and Health Act (OSHA) 1910.1200(g).

D.3 Packaging Requirements. The contractor shall develop Level A, Military packaging and Level C, Commercial (best commercial practice for overseas shipment) packaging for this contract. The level of packaging for each shipment will be identified in each delivery order. The contractor shall contact the designated DCMA office ten days in advance of the actual shipping date and identify all material shipments for this contract as Add on Armor (AoA) for priority shipment.

D.3.1 Packaging Design. When directed by DCMA, kits shall be preserved and packaged in accordance with MIL-STD-2073-1D to Military Level A Requirements. Packaging design shall provide physical and mechanical protection to tolerate multiple handling, shipment by any mode, placement into outdoor storage for a period of up to one year and suitable for redistribution without additional repackaging.

D.3.1.1 Kit components shall be protected from dirt and other contaminants. Components susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and water vapor proof barriers. Components requiring protection from physical and mechanical damage shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment. Kit components will be arranged so that they are removed from the container in installation sequence. Folded items within the kit shall be in a sealed bag to prevent moisture from entering the creases. Kit contents shall be consolidated into a wooden box or equivalent container as in D.3.1.3.

D.3.1.2 A hard copy of the installation instructions shall be included in the container and the instructions shall be packaged in a sealed waterproof bag.

D.3.1.3 Contractor shall design an overseas type, wood-cleated container to ship and store kit components in accordance with MIL-STD-2073-1D Appendix C, Table C.II for Military Packing Level A within weight limitations. Containers shall be stackable at least 2 high, but not to exceed 3 high. Container shall not be larger than can fit inside of a standard 20-foot ISO container (194-1/8 x 78-1/2 x 710-1/8) and shall weigh less than 10,000 pounds. The kit shall fit on a 463L air pallet and be transportable by Military and Commercial 747 Air, Military and Commercial Ground, Rail, and Merchant Sea. Each shipping container shall be designed to allow for removal of top panel and one side panel and reutilized as a storage container for residual items or the entire kit. The shipping container shall be designed and constructed so the contents will be contained and remain damage free. Containers shall include proper blocking and bracing to immobilize items within container to eliminate crush damage in accordance with MIL-STD-1186 and MIL-STD-2073-1D.

D.3.2 Validation Testing of Packaging. Contractor validation testing shall be in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact). Validation testing may be limited to Test Schedule A, Test Schedule B, and Test Schedule F. Replicate testing and climatic conditioning are not required. Contractor shall deliver validation report with photographs showing the product is undamaged. (CDRL A009)

D.3.3 Packaging Data. Contractor shall provide actual unit pack weight, unit pack cube and unit pack dimensional data for packaged kits. (CDRL A009)

D.4 Wood Packaging Materials. In accordance with the requirements of the International Standards for Phytosanitary Measures (ISPM) 15, the following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Wood Packaging Material (WPM). 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 agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: [*HYPERLINK "http://www.alsc.org" http://www.alsc.org](http://www.alsc.org)). The box or pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment marking. Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with the ISPM-15 compliance program.

D.5 Marking. All material shipped into the military distribution system shall be marked in accordance with MIL-STD-129 Revision P (3), dated 29 Oct 2004, including bar coding. The contractor is responsible for application of special markings including, shelf-Life, hazardous material, structural, and special handling markings. The marking of pilferable and sensitive material shall not identify the nature of the material.

D.5.1 Marking of Wood Packaging Materials. Each box or pallet shall be marked to show the conformance to the International Plant

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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 securing the load shall also comply with ISPM 15 and be marked with an ALSC approved DUNNAGE stamp.

D.5.2 Individual kits shall be clearly and permanently marked in accordance with MIL-STD-130 and shall include the marking, vendor identification (CAGE code), and production date (month/year). Markings shall be readable from the vehicle exterior after kit is mounted on the vehicle.

*** END OF NARRATIVE D0001 ***

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

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

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

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 Quality. The contractor shall develop, implement, and maintain a quality control system that ensures all supplies, services and final products provided under this contract conform to contractual requirements. This quality system shall be maintained by the contractor and suppliers, and presented to the government upon request. The contractor and suppliers shall, at a minimum, meet ASME/ISO/ASQ Q9001-2008 or equivalent quality system requirements. Documentation will be made available upon government request. Third party certification shall be offered as evidence of compliance with the standards.

E.2 First Article Test (FAT) and First Article Inspection (FAI) Requirements. First Article Test requirements shall consist of First Article Inspection (FAI), and also Government First Article Test (FAT), as detailed in Table 1, below. The FAI shall be conducted by the contractor and presented to the Government for approval within 120 calendar days after contract award. Any contractor, subcontracted laboratory, or contractor in-house laboratory conducting testing to prove certification to this requirement (E.2) shall be accredited by a recognized assessment agency such as the American Association for Laboratory Accreditation, A2LA or the Laboratory Accreditation Bureau (LAB). The contractor or subcontractor shall maintain that accreditation by undergoing assessments as required in ISO/IEC 17025 (latest revision) by a recognized assessment agency such as the American Association for Laboratory Accreditation, A2LA or the Laboratory Accreditation Bureau (LAB).

Table 1 - FAI and FAT Requirements.

<u>SECTION</u>	<u>REQUIREMENT</u>	<u>SPEC</u>	<u>FAI</u>	<u>FAT (Auto)</u>	<u>FAT (Ballistic)</u>
C.3	FTFS Ballistic Performance Spec dated 06 May 2008	IAW Aberdeen Test Protocol			Government Test
C.11,	Production/	Contractor	Physical		
C.2.2,	Configuration	design	Configuration		
E.2.1.5	Baseline	documentation	Audit (PCA)		
C.2.3.5	Toxic Chemicals	TSCA of 1976	Contractor Certification		
C.2.3.4	Coverage				Government Test
C.2.3.3	Component Weight	74 pounds	Contractor Certification	Government Test	
C.2.3.3	Total Weight	250 pounds	Contractor Certification	Government Test	
C.2.3.2	Dissimilar Metals	MIL-STD-889	Contractor Certification		
C.2.3.1	Tan 686	FED-STD-595	Contractor Certification		
C.2.3.1.1	CARC Paint	MIL-DTL-53072	Contractor Certification		
C.4.1	POL Resistance	MIL-STD-810, Method 504.1	Contractor Certification		
C.4.2	UV Resistance	MIL-STD-810, Method 505.5	Contractor Certification		
C.4.3	Water Resistance	MIL-STD-810, Method 506.5, Procedure I	Contractor Certification		
C.4.4	Humidity Resistance	MIL-STD-810, Method 507.5, Procedure II	Contractor Certification		
C.4.5	Temperature	-50F to 165F	Contractor Certification		
C.4.6	Resistance to Road Hazards			Government Test	
C.6,	Fit			Government Test	
C.7	Installation Requirements	2 hrs per tank using 2 soldiers		Government Test	

Name of Offeror or Contractor:E.2.1 First Article Inspection (FAI) and First Article Test (FAT)

E.2.1.1 All FAI and FAT FTFS Kits shall be manufactured and assembled with production tooling and processes and be fully representative of production FTFS kits proposed to be furnished under this contract. Subsequent to FAI, no material or process changes that may affect product performance shall be made without the approval of the Procuring Contracting Officer (PCO). The contractor shall provide seven (7) kits (CLIN 0081) for each vehicle kit identified within C.2.1. Two of each kit configuration shall be shipped by the contractor to Aberdeen Test Center, MD, for Ballistic Testing and four of each kit configuration shall be shipped by the contractor to Yuma Proving Ground, AZ for Installation and Automotive Testing. Therefore, the Contractor shall provide 49 FTFS kits to support both FAI and FAT. FAT will be conducted by the Government as identified in Table 2. Prior to presenting FAI to the Government, the Government will randomly select one (1) FTFS kit from the seven (7) test kits produced for each of the vehicle kits identified in C.2.1. The FAI shall be presented to the Government (PCO) by the contractor at the contractors facility. The contractor shall be responsible for providing all certifications in Table 1 for Government review during FAI. The contractor shall notify the Administrative Contracting Officer (ACO), and the PCO with the time and location of FAI 14 calendar days in advance. At the time of inspection, the contractor shall make available to Government representatives: all records of prior inspection; certifications from Table 1; contractor performed independent test reports; Qualified Product List (QPL) documentation; drawings; and certifications indicating compliance with the requirements of C.2.3, C.4 and E.7 except for those requirements to be verified by the Government First Article Test. Certifications shall be complete and provided to the Government IAW E.7 as applicable.

Table 2 - FAI and FAT Kits

Kit	Vehicle	Configurations	System Level	System Level	Automotive	Production
		Contained in Kit	Ballistic Test	Installation Eval	Test	Baseline
Kit A	HEMTTA4	Config. 1	4 EA	1 EA	1EA	1EA
Kit B	M983A4 HEMTT LET	Config. 2	4 EA	1 EA	1EA	1EA
Kit C	M1070A0 HET/M1070A1HET	Config. 3&7	4 EA	1 EA	1EA	1EA
Kit D	M1074A0 PLS/M1074A1PLS	Config. 4	4 EA	1 EA	1EA	1EA
Kit E	M1075A0 PLS/M1075A1PLS	Config. 4&8	4 EA	1 EA	1EA	1EA
Kit F	M915A5	Config. 5&9	4 EA	1 EA	1EA	1EA
Kit G	M915A3/M916A2/M917A2	Config. 6	4 EA	1 EA	1EA	1EA
TOTAL:			28 EA	7 EA	7EA	7EA

TOTAL KITS REQUIRED: 49 EA

E.2.1.2 The contractor shall document the results of the FAI IAW DI-NDTI-80809B (CDRL A010 First Article Inspection). The contractor shall provide certification of the results and retain all test reports for a period of 5 years after production has ended. The PCO shall within 10 calendar days of receipt of the FAI Report, approve or disapprove the FAI. If the FAI is disapproved by the PCO, then the contractor shall be provided with reasons for this determination.

E.2.1.3 If the FAI is disapproved by the Government, the contractor may be required, at the discretion of the Government, to repeat any or all of the FAI at no additional cost to the Government. After PCO notification of the additional inspections, the contractor, at no additional cost to the Government, shall make any changes necessary to pass the test, modifications, or repairs to the first production kits. The Government has the discretion to select another production kit for FAI in lieu of the original first production kit. Upon completion of additional Government inspection, the requirements of E.2.1.1 and E.2.1.2 are required to be accomplished. The contractor shall bear the responsibility for delays and all costs resulting from additional FAI. The contractor shall provide corrective action within 30 days for all discrepancies found on the FAI kits. This corrective action shall not only be effective for the FAI kit, it shall correct the manufacturing process for the kits. If the corrective action merits a change to the manufacturing process to correct a deficiency, the contractors corrective action shall address this manufacturing process change.

E.2.1.4 After FAI acceptance, one (1) FTFS kit shall remain at the contractors plant and shall be shipped as part of the last lot of its specific vehicle configuration.

E.2.1.5 Physical Configuration Audit (PCA). The Government will verify that the FTFS kit physically conforms to the design documentation. Additionally, the Government may audit the manufacturing processes, tooling, test and measurement equipment and work instructions to ensure that the manufacturing process is capable of sustaining production consistent with both the FAT and FAI samples. Additionally, the final accepted FAI kit shall be used for the Production/Configuration Baseline.

E.2.2 Reserved.

E.2.2.1 Shipment of First Articles for Government Test. The contractor shall ensure that the First Article Kits are fully operational and reflect the latest kit configuration prior to shipment. Any configuration changes resulting from the correction of discrepancies found during the FAI shall be incorporated and sample corrected kits shall be resubmitted for FAT. The contractor shall produce both the first article and the production quantities at the same facility. Transportation charges from the contractor's plant to and from the test sites shall be the sole responsibility of the contractor. The Government reserves the right to perform additional testing as deemed necessary to ensure performance and durability requirements are met.

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E.2.2.1.1 Live Fire Ballistic Test. The Government will perform system level live fire ballistic testing to assess overall system protection as identified in C.3.

E.2.2.1.2 Automotive Test. During the Government installation and automotive test the Government personnel will install the FTFS kits onto Government supplied vehicles at the Government selected test site. The test will include Government evaluation of the kits installation instructions, ease of installation, time-to install, and quality of fit (no interference with space claims). The test will include driving the vehicle a minimum of 3,000 miles using the respective mission profile applicable to that vehicle. Human Factors Engineering (HFE) will be assessed to support safety confirmation. During and following the test miles, the vehicle will be inspected and evaluated to determine:

- a. Damage to the kit
- b. Damage to the attachment points
- c. Damage to the truck due to the FTFS kit and any additional weight
- d. Impact on the driver
- e. Impact on performance of maintenance operations
- f. Impact on mobility
- g. Impact on Ingress and egress of the driver or crew
- h. Readily available access to the fuel filler point

The kit shall not interfere with vehicle system performance or operation.

E.2.2.2 Failure Analysis and Corrective Action Report (FACAR). The contractor shall be responsible for accessing Aberdeen and Yuma Proving Grounds computer data bases (PCO will grant access after FAI acceptance) for all Government initiated Test Incident Report (TIR) data during First Article Test. Upon acquiring a TIR, the contractor shall assess the failure and shall furnish a Failure Analysis and Corrective Action Report (FACAR) with the proposed corrective action for each reported TIR. The FACAR shall indicate corrective action status as "final" or "interim." (CDRL A004 Failure Analysis Corrective Action Report (FACAR), DI-SESS-81315) and the classification shall be defined IAW MIL-STD-1916

E.2.2.2.1 FACAR Interim Response Times. The contractor shall provide interim failure analysis and corrective action responses after TIR release date within the following times:

- 1) Critical Defect - 48 hours
- 2) Major Defect - 10 calendar days
- 3) Minor Defect - 20 calendar days, if requested
- 4) Informational - 20 calendar days, if requested

E.2.2.2.2 FACAR Final Response Times. A consolidated final response is required for all defects within thirty (30) calendar days after TIR release date. If contractor response is rejected, the contractor will be officially notified by the COR and shall be required to resubmit the response within thirty (30) calendar days. Failure to provide the interim and final failure analysis and corrective action reports within the specified time limits or failure to provide the Government an acceptable response shall be cause for the reduction or suspension of the Government provided progress payments and suspension of Kit acceptance. The contractor shall incorporate into the Production/Configuration Baseline all PCO approved changes identified during ballistic and automotive testing into the production FTFS Kits.

E.2.2.3 RESERVED

E.2.2.4 RESERVED

E.2.2.5 RESERVED

E.2.2.6 Hazard Assessment and Technical Report. The contractor shall provide a hazard assessment and technical report NLT 7 days after conclusion of Government FAT (CDRL A005 Hazard Assessment Report, IAW DI-SAFT-81125(T) and DI-MISC-80711A (T)). This report should identify capabilities and limitations of the FTFS kit.

E.2.2.7 Government First Article Test Approval. In the event first article approval is granted, the PCO will send written approval to the contractor to proceed with the production quantity in accordance with delivery orders. PCO approval to proceed with production prior to test completion must be received by the contractor.

E.2.2.7.1 First Article Test Failure. Failure of the contractor to comply with specified requirements and pass required tests and examinations will result in NO Government FAT Approval. The contractor shall be responsible for all retest costs (including production of additional FAT quantities) charged by the test site, schedule delays as a result of defects, and test failures. Any such retest or reexamination will be at the governments discretion, or may result in contract Termination for Default. Retesting, at the discretion of the Government, may include partial or full retesting dependent upon the corrective action required.

E.2.2.7.2 First Article Test Waiver. The Government reserves the right to waive any portion of Government FAT, or FAT in its entirety.

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E.3 Final Inspection Record (FIR). The contractor shall develop and maintain a Government approved Final Inspection Record (FIR) for each FTFS kit produced. The FIR shall be organized to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its final inspection.

E.3.1 The FIR shall list each unit characteristic/function inspected to verify the item conforms to contract requirements and is defect free. At a minimum, the FIR shall have blocks for the inspectors initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. Direction for FIR development/execution is contained in MIL-STD 40001 and DI-QCIC-81068 (CDRL A008 - Final Inspection Record).

E.4 Quality Documentation. The FIR shall be delivered to the Government IAW CDRL A008 and other quality records shall be kept complete and copies shall be delivered to the Government upon request for a period of five (5) years after production has ended. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 4 years after any resulting final termination settlement. As used in this clause, records consist of books, documents, accounting procedures and practices, regardless of type or form. This does not require the contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

E.5 The Government reserves the right to inspect end items or any subcomponents during manufacturing process for quality requirements. The contractor shall correct all deficiencies detected during any contractor or Government inspection (end item or in-process) within 30 days, at no cost to the Government. The contractor shall correct the deficiency and present the corrected item for re-inspection, if requested by the PCO. During any Government inspection, the contractor shall provide any tools, equipment, or personnel necessary to accomplish the inspection at no additional cost to the Government. Corrective actions which require a configuration change must be processed IAW CDRL A004 - Failure Analysis and Corrective Action Report (FACAR) or A007 Request for Deviation as applicable. Upon any change to the manufacturing facilities location during performance of this contract, for any kits, the contractor may be required to perform a complete FAI at the discretion of the Government and at no additional cost to the Government.

E.6 Product Quality Deficiency Reports (PQDR). The contractor shall investigate and provide failure analysis and corrective action responses for all PQDRs generated in accordance with AR702-7 against supplies produced under this contract. The contractor shall provide a report of the investigation in accordance with CDRL A011 - Production Quality Deficiency Report (DI-SESS-81315A), in the Product Discrepancy Reporting Evaluation Program (PDREP at <http://www.nslcptsmh.csd.disa.mil/pdrep/pdrep.htm>) and IAW AR 702-7 which includes at a minimum: problem identification, root cause, immediate and short term actions, corrective action implementation plan for permanent solution, and verification of effectiveness. The cost of exhibit transportation shall be the responsibility of the contractor. All corrective actions taken by the contractor shall be at no additional cost to the Government. Final approval of PQDR close-out resides with the COR.

E.7 Certification Requirements

E.7.1 Certifications. Certifications in Table 1 shall be complete and available to the Government for review upon request. All certifications provided by the contractor shall be IAW CDRL A012 Certification/Data Report (DI-MISC-80678 and shall include appropriate supporting documentation, examples include: test data, chemical analysis, drawings, purchase orders, specifications. If any certification is unacceptable to the Government, the contractor shall conduct additional examinations and tests to provide additional documentation upon request, verifying conformance at no additional cost to the Government.

E.7.1.1 The contractor shall provide a new or updated certification to the Government, upon request, whenever a change is made in the:

- a. Process used to produce a certified product.
- b. Legal requirement for a standard of a certified product.
- c. Supplier of a certified product.

E.7.1.2 Subcontracting does not relieve the contractor from providing all the necessary supporting documentation for all certifications provided to the Government.

E.7.2 Material Certification. Material certifications shall include a copy of the material analysis for each batch of material delivered, and shall be made available to the Government upon request. If the material is made by a subcontractor, copies of the purchase orders shall be maintained by the contractor, and made available to the Government upon request.

E.8 Inspection Equipment. The contractor shall be responsible to supply, operate, and maintain all inspection and test equipment necessary to assure that the kits conform to all contract requirements.

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*** END OF NARRATIVE E0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4000 (TACOM)	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 63 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of up to 9 different kits that successfully pass all specified tests, less the destructive tests, if any, will serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

E-4	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	JAN/2009
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(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
- 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]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2011

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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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 [*HYPERLINK "http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html"](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html)http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

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

(c) Unique item identifier.

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

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

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

CLINS 0011AA - 0013AA KIT A

CLINS 0021AA - 0023AA KIT B

CLINS 0031AA - 0033AA KIT C

CLINS 0041AA - 0043AA KIT D

CLINS 0051AA - 0053AA KIT E

CLINS 0061AA - 0063AA KIT F

CLINS 0071AA - 0073AA KIT G

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

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

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(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 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).

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

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

(10) Governments unit acquisition cost.

(11) Unit of measure.

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

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

(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

*HYPERLINK

"http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html"http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.htm
1.

(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-7 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS
(TACOM)

SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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Name of Offeror or Contractor:

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

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

(c) The Government requires deliveries according to the following schedule on all orders:

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

CLIN NUMBER	QUANTITIES	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0011AA	7	90
0021AA	7	90
0031AA	7	90
0041AA	7	90
0051AA	7	90
0061AA	7	90
0071AA	7	90

(i) Four of each Kit configuration (which corresponds with the CLIN number above), shall be shipped by the contractor to Aberdeen Test Center, MD for Ballistic Testing.

(ii) Two of each Kit configuration (which corresponds with the CLIN number above), shall be shipped by the contractor to Yuma Proving Ground, AZ for Installation and Automotive Testing.

(iii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 60 days after delivery order date.

(iv) The contractor will deliver a minimum of 100 units up to a maximum of 292 units every thirty days, or less if a lower quantity is ordered by the Government. The minimum monthly quantity of 100 units is the required production capability.

(iiv) You can deliver more units every thirty days at no additional cost to the government.

(d) Accelerated delivery schedule is acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

(i) If FAT is required, deliveries will start ___ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start ___ days after delivery order date.

[End of clause]

F-8

52.247-4457
(TACOM)

LONG TERM CONTRACTS - FOB DESTINATION

OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 2,340 kits to Bluegrass, KY and the remainder to New Cumberland, PA.

(End of Clause)

CONTINUATION SHEET

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Name of Offeror or Contractor:

F-9 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
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
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
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
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

***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

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]

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

[End of Clause]

G-2	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	JAN/2012
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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://wawftraining.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.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. Correction of Deficiencies

H.1.1. Missing or Defective Parts/Components. Notwithstanding inspection and acceptance by the Government of the end items and services provided under the contract or any provision of this contract concerning the conclusiveness thereof, the contractor hereby warrants that the Fuel Tank Fire Suppression (FTFS) Kits conform to the performance and manufacturing requirements specifically delineated in this contract. The Correction of Deficiencies is the same for CONUS and OCONUS. Under this Correction of Deficiencies, the contractor shall be liable for the correction of all missing or defective parts or components from final acceptance (DD 250) of the FTFS Kits up to and including installation of the FTFS Kit onto a Heavy Tactical Vehicle not to exceed twelve months from DD 250, whichever occurs first. The contractor shall provide replacement or repair parts to all designated repair locations within 15 days. The contractor shall notify PM HTV of any delay and the anticipated contractor ship date. All labor to correct part/component deficiencies will be performed by the Government or the Governments Representative.

H.1.2. Notification. The contractor will be notified of any correction claims by an authorized Government official or the Governments Representative via electronic mail at the time of FTFS Kit installation. Notification dates initiate the period for the contractor to perform shipment of parts. The notification may include: applicable FTFS Kit serial number, missing or defective part number(s) or NSN, replacement part number(s) or NSN(s) required to complete repairs, circumstances surrounding the missing or defective part(s), point of contact, commercial telephone number, email address, and shipping address.

H.1.3. Contractor Rights and Remedies. The contractor has the right to inspect parts found to be defective at the fielding location. The contractor shall be allowed to take possession of defective parts following their replacement upon request. All freight charges for the return of missing or defective parts are the responsibility of the contractor.

H.2. Facility and Information Security Clearances

H.2.1 The offeror is notified that there is a classified specification in Section C.3 of this contract. Offerors must have a copy of the classified specification, prior to proposal submission, in order to meaningfully respond to the solicitation. In order to receive the classified specification, Offerors must possess appropriate Facility and Information System Security Clearances (SECRET). The offerors request for the specification shall include verification of its Facility and Information System Security Clearances (SECRET), industrial facility security clearance (Secret, the name and phone number of the offerors security officer, and an address) for mailing the classified document.

H.3 Security Requirement. Per H.2, an active SECRET Facility Clearance is required to perform the tasks associated under this contract. The Defense Security Service (DSS) administers the National Industrial Security Program (<http://www.dss.mil/isp/index.html>) for contractors on behalf of the Department of Defense. Extensions to this RFP will NOT be granted by the Government to allow time for potential Offerors to obtain the aforementioned clearances if they do not already possess them.

All information or data under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO), SECRET or the appropriate Distribution Statement. Information or data that is property of the Government shall be returned to the Government or destroyed, by written permission, at contract expiration (the only exception is when the Government agrees to extend retention rights to the contractor). The contractor shall not release any information or data to third parties without express written approval of the Procuring Contracting Officer. The contractor will have access to Government classified data for the accomplishment of work under this contract for only those employees with a valid SECRET clearance. The contractor shall conform to all security requirements as specified in this contract and as detailed in the FTFS Form DD254, reference Section J, Attachment 0002, Department of Defense Contract Security Classification Requirement.

H.4 Safeguarding Classified Information Within Industry. The contractor shall have facilities, equipment, and personnel capable of storing and processing classified information up to the SECRET level.

*** END OF NARRATIVE H0001 ***

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

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

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World

Name of Offeror or Contractor:

Wide Web (WWW) site: *HYPERLINK "https://www.sam.gov/portal/public/SAM"https://www.sam.gov/portal/public/SAM. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

Warren: *HYPERLINK

"http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm"http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm

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

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

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

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-22	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-24	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-26	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-32	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-34	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-35	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-36	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-37	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-41	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-43	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-44	52.232-1	PAYMENTS	APR/1984
I-45	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-17	INTEREST	OCT/2010
I-48	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-49	52.232-25	PROMPT PAYMENT	OCT/2008
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-51	52.233-1	DISPUTES	JUL/2002
I-52	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-53	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-54	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996

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I-58	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-61	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-62	52.248-1	VALUE ENGINEERING	OCT/2010
I-63	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-64	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-66	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-67	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-68	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-69	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	APR/2012
I-70	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-71	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-72	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-73	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-74	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-75	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-76	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-77	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-78	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-79	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-80	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-81	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	JUN/2012
I-82	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
I-83	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-84	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-85	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2012
I-86	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-87	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-88	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-89	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-90	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-91	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-92	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-93	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-94	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-95	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-96	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-97	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-98	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-99	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-100	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-101	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-102	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-103	252.246-7001	WARRANTY OF DATA	DEC/1991
I-104	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-105	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall deliver 7 unit(s) of Lot/Item CLINS 0011AA, 0021AA, 0031AA, 0041AA, 0051AA, 0061AA, 0071AA, 0081AA, & 0091AA within 90 calendar days from the date of this contract to the Government at Aberdeen Proving Grounds, Maryland and Yuma Proving Grounds, Arizona for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in

Name of Offeror or Contractor:

writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-106

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 1,480;

(2) Any order for a combination of items in excess of 2,860; or

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition

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Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-107 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four and one half (4 2/1) years after contract award.

(End of Clause)

I-108 52.232-16 PROGRESS PAYMENTS APR/2012

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.

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(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.

(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;

Name of Offeror or Contractor:

(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

(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 (see 45.101).

(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.

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(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 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 or 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 Governments 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 Governments 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

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(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.

(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 indefinitized 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-109

252.203-7004

DISPLAY OF FRAUD HOTLINE POSTER(S)

SEP/2011

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

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

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

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

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N/A

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-110 252.216-7006 ORDERING

MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of contract award through three years from the date of contract award.

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

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

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

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

(End of Clause)

I-111 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

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

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

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

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

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

(3) For long-term contracts

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- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at [*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards"http://www.sba.gov/content/table-small-business-size-standards](http://www.sba.gov/content/table-small-business-size-standards)
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

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

(End of clause)

I-112 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 (If none, insert None)	Identification No.

- (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

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responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

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

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

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

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

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

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

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

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

(End of Clause)

I-113 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-114 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-115 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.

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(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-116 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

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

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

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

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

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

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

(End of clause)

I-117 252.223-7001 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.

Name of Offeror or Contractor:

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

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

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

MATERIAL (If None, Insert None.)	ACT

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

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

(End of clause)

I-118 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-119 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

Name of Offeror or Contractor:

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

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

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]

FAR 52.204-99 (DEVIATION)

System for Award Management Registration (August 2012) (Deviation)

(a) Definitions. As used in this clause-

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

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

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

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

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

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

"Registered in the SAM database" means that-

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

(2) The Contractors CAGE code is in the SAM database; and

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

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

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

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

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

Name of Offeror or Contractor:

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

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

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

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

(1) A contractor may obtain a DUNS number-

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

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

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state, and zip code.

(iv) Company mailing address, city, state and zip code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) Reserved.

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

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

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

(A) Change the name in the SAM database;

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(c) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the

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Name of Offeror or Contractor:

SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect as assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractors SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

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

(End of Clause)

*** END OF NARRATIVE I0001 ***

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRLS)	21-JUN-2012	012	
Attachment 0001	PRICING ATTACHMENT	07-AUG-2012	013	
Attachment 0002	DD254	24-APR-2012	002	
Attachment 0003	FTFS VEHICLE DISPLAY ANNOUNCEMENT	21-JUN-2012	002	
Attachment 0004	FTFS EXPERIENCE RELEVANCY MATRIX	07-AUG-2012	001	

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-6	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985

(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 90 calendar days.

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

The offeror allows the following acceptance period: _____ calendar days.

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

(End of Provision)

K-7	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-8	52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
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(a) Definitions. As used in this provision--

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Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K-9 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

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

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

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Name of Offeror or Contractor:

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

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

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

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

[] (2) Outside the United States.

(End of provision)

K-10 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
(DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
00004) 2012-00004)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-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:

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Name of Offeror or Contractor:

PERSONS AUTHORIZED TO NEGOTIATE

NAME

TITLE

TELEPHONE NUMBER

_____	_____	_____
_____	_____	_____

[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]

K-13 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED MAR/1990
 (TACOM) KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

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

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

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

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

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

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

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL INSTRUCTIONS AND CONTENT

L.1.1 The offerors proposal, subject to FAR clause 52.215-1 (Instructions to Offerors - Competitive Acquisitions), shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal must be contained in the proposal volumes set forth below. Section M of the Request for Proposals (RFP) sets forth the evaluation criteria and delineates the Factors to be evaluated and their relative order of importance. The offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of this RFP. FAR clause 52.215-1 advises offerors that the Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offerors initial proposal should contain the offerors best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Where award will be made without discussions, exchanges with offerors are limited to clarifications as defined in FAR 15.306(a).

L.1.2 General:

The offerors proposal shall be submitted in three separate volumes as set forth below. Each Volume shall contain one hard copy and one electronic CD-ROM. In the event of a variance between the Army Single Face to Industry (ASFI) version of the proposal, hard copy, and the CD-ROM, the ASFI version of the proposal shall take precedence (to include for purposes of establishing timely proposal submission). All proposal information must be in the English language. Font size must be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. Number each page and provide an index with each volume. The complete set of volumes will be accompanied by a cover letter prepared on company letterhead. Each of the volumes must be separated and labeled as shown below with full pagination. The proposal shall include a volume for each of the evaluation factors. The offerors proposal shall be uploaded to the ASFI (Army Single Face to Industry Acquisition Business) <https://acquisition.army.mil/afse/> website. Additionally, the hard copy and electronic CD-ROM copy of the offerors proposal shall be delivered to the address specified in L.1.4.1, clearly labeled with volumes divided as follows:

Volume I, Technical

Volume II, Price

Volume III, Proposal Terms and Conditions (SF33, RFP Sections A-K)

L.1.3. Submission Due Date. The offerors proposal submitted via ASFI and via hardcopy including CD-ROM media shall be received at the address set forth below no later than 1:00 PM local time Warren, MI, on 22 October 2012.

L.1.4. Method of Submission.

L.1.4.1 Offeror must ensure its hardcover offer, in its entirety, reaches the US Army Contracting Command Warren (ACC-Warren), AMSCCTAC-HMG, Warren, Michigan before the date and time set for closing of the RFP. After compiling all required information, submit the information to the address below. All hard copy and CD-ROM proposals that will be delivered in response to this RFP, submitted via U.S. mail, shall be addressed as follows:

U.S. Army Contracting Command Warren (ACC-Warren)

Nancy Dulmage, Contract Specialist

FTFS Proposal

6501 East 11 Mile Road

Warren, MI 48397-5000

RFP Number: W56HZV-11-R-0412

(1:00 PM local time, Warren, MI, 27 AUG 2012)

TO BE DELIVERED UNOPENED

(Offerors Name)

L.1.4.1.1 The package(s) will be dated and time stamped at the Mail Handling Facility and the Government will be responsible for forwarding the package to the appropriate personnel for review. Offerors should ensure that any commercial carrier they use has a tracking system that provides documentation confirming the date and time of delivery to the Government. Exterior envelopes must identify the RFP number and date specified for receipt of offers.

L.1.4.1.2 Identical electronic (CD-ROM) versions of your proposal shall be submitted with Volumes I-III. Each Volume, including Attachments, shall be submitted in separate CD-ROMs to facilitate Government review, and shall be readable on an IBM PC or compatible system running Microsoft Windows XP 2002. File format must be compatible with Microsoft Word 2002 or higher MS version. For the Price Factor Volume, spreadsheets shall be in Excel 2002 or higher MS version or Excel readable format.

L.1.4.2 Offers shall be submitted in electronic form (CD-ROM) to the address noted above and submitted via the ASFI (Army Single Face to Industry Acquisition Business) Bid Response Systems (BRS) web site: "<https://acquisition.army.mil/asfi/>". NOTE: ASFI website has a 10 MB maximum capacity for each file upload. Refer to the information contained on the ACC-Warren Procurement Network Website

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<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm> concerning how to submit electronic proposals. In addition, refer to Section L.2 regarding submission of Electronic Proposals. The package(s) will be dated and time stamped at the Mail Handling Facility and the Government will be responsible for forwarding the package(s) to the contract specialist identified in L.1.4.1.

L.1.5 Proposal Submission Guidance: The offeror's proposal will be evaluated as set forth in Section M of this RFP. Your proposal must contain all pertinent representations, certifications, and the specified information required for evaluation of the proposal.

L.1.6 Point of Contact: Offerors are encouraged to contact the Contract Specialist, Nancy Dulmage, via email, nancy.e.dulmage.civ@mail.mil in order to request an explanation of any aspect of these instructions.

L.1.7 Lateness: The lateness rules for submitted proposals outlined in FAR 52.215-1(c)(3)(ii)(A), "Instructions to Offerors-Competitive Acquisition," are incorporated into this RFP. The ASFI version of the proposal shall take precedence in determining the timeliness of the offeror's proposal submission.

L.1.8 Offers in response to this RFP must be submitted for all the requirements identified in the RFP. Offers submitted for less than all the requirements called for by this RFP will not be considered for award.

L.1.9 The above instructions are provided to advise offerors as to the information required by the Government to make a thorough assessment of the Contractors proposal. Since this information constitutes the basis of the Governments review, it is imperative that the offeror present its proposal in a clear and complete manner.

L.2 NOTICE REGARDING ELECTRONIC PROPOSAL SUBMISSION TO ASFI WEBSITE.

L.2.1 Offerors must submit the electronic copies of the offer in accordance with the Section A Clause, entitled Warren Electronic Contracting, 52.204-4016.

L.2.2. Reserved.

L.2.3. Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of internet bandwidth, offerors may be required to submit proposals in multiple uploads. It is critical that offerors carefully and completely identify all parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes to the evaluation team.

L.2.4 Electronic Copies. Offerors shall submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either MS Windows Vista/Microsoft Office 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

L.2.5 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers: FAR 15.207(c): If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer immediately shall notify the offeror and permit the offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under 15.208(a), provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

L.2.5.1 Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" as described above.

L.3 TECHNICAL FACTOR (Volume I).

L.3.1 The Technical Factor includes the following two Sub-factors: (1) FTFS Ballistic Performance Requirements and (2) Ballistic Experience. The Technical Volume must be subdivided to address each Fuel Tank Fire Suppression (FTFS) vehicle Kit. It is recommended that the offerors technical volume be presented in no more than 50 pages total, inclusive of classified portion.

L.3.1.1 The offeror shall propose the same technical solution for each of the nine fuel tank configurations. The technical solution should be adapted to meet each of the nine fuel tank configurations identified in Section C, Table C.2.1 and kitting requirements in Section C.2.1.2. The offeror may provide a technical solution that fits all fuel tank configurations that requires no adaptation, or the

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offeror may provide a technical solution that has been adapted to fit all fuel tank configurations. For the offerors technical solution if more than one adaptation for the fuel tank configurations is proposed, the offeror shall provide the information specified in L.3.2.1 (Technical Subfactor (1)) and L.3.2.2 (Technical Subfactor (2)) for each unique adaptation. While the offerors may propose multiple adaptations of a technical solution, they may only propose one technical solution.

L.3.1.2 Classified Material. No classified data shall be included in the electronic portion of the volume.

L.3.1.3 Classified Proposal Submission. The offeror shall submit any classified portion separately. Mailing instructions for submission of the classified portion of the proposal will be provided upon verification of the offerors appropriate facility security clearances. (see H.2 for security clearance information) The marking, handling, electronic processing and transmission of this information will be in accordance with the NISPOM DoD 5220.22-M, the PEO-CS-CSS TWVSCG Dated 6 April 2007, Attachment 0002 DoD Contract Security Classification Specification (DD Form 254), and the source document.

L.3.2 The offerors Technical proposal shall address the following:

L.3.2.1 Technical Subfactor (1) FTFS Ballistic Performance Requirements: The offeror shall document in its technical proposal volume how the proposed FTFS solution meets FTFS Ballistic Performance Requirements in accordance with Section C.3. The offeror shall provide a technical description of the proposed FTFS kit(s). The offeror may provide a technical solution that fits all fuel tank configurations that requires no adaption, or the offeror may provide a technical solution that has been adapted to fit all fuel tank configurations. While offerors may propose multiple adaptations of a technical solution, they may only propose one technical solution. For the offeror's technical solution, if more than one adaptation for the fuel tank configurations is proposed, the offeror shall provide all the required information for each proposed solution as part of the technical proposal. The offeror shall also provide substantiating data in the form of either validated test information from a third party, or in the form of other information to document compliance with each of the performance requirements in accordance with Section C.3. If validated test information from a third party is unavailable, the contractor may provide other substantiating data in the form of commercial literature, modeling or simulation data, top drawings, sketches, parts lists, specifications, brochures, historical information, analytical support, supporting rationale or design documentation. In addition, the offeror shall provide a written explanation of how the substantiating data correlates with the proposed solution detailed in its technical proposal. The offeror is expected to provide substantiating data for only the technical solution being offered, and further, is expected to provide confirmation that the substantiating data contained in the proposal is for the offered technical solution.

L.3.2.2 Technical Subfactor (2) Ballistic Experience: The offerors Technical Volume shall include the following:

L.3.2.2.1 The offeror shall identify no more than four (4) of the most recent and relevant contract actions which include performance of work which is recent and relevant to the requirements in the scope of work specified below.

L.3.2.2.2 Recent contract actions include contracts, task orders, or work directives performed within three years of the date of issuance of this RFP.

L.3.2.2.3 Relevant contract actions are those which have been successfully completed or performed which is similar in scope to the requirements detailed in Sections L.3.2.2.3.1-L.3.2.2.3.3 of this RFP. Where prior relevant experience is under a broader Blanket Purchase Agreement (BPA) or Indefinite Delivery Indefinite Quantity (IDIQ)-type contract, do not just cite the broader BPA or IDIQ Contract. Rather, include the specific individual Work Directives or Task Orders which you consider to be reflective of relevant prior experience. In accordance with section L.3.2.2.1 above, each prior contract action identified by the offeror as being applicable will be evaluated as evidence of relevant prior experience. The Government will evaluate the Experience of the prime offeror only; subcontractors Experience will not be evaluated. Specifically, relevant Experience with the following scope of work requirements will be assessed by the Government. Each recent contract submitted will be evaluated against all three types of experience:

L.3.2.2.3.1 Integration complexity comparable to Sections C.6 and C.7, conducted for Ballistic performance requirements comparable to C.3.

L.3.2.2.3.2 Ballistic performance comparable to Section C.3.

L.3.2.2.3.3 Delivery of supplies of a similar complexity to the FTFS requirements referenced in C.3 at the maximum monthly quantity specified in Section F (Delivery Schedule) of this RFP.

L.3.2.2.4 For each of the up to four (4) recent and relevant contract actions identified, the offeror shall provide the following:

- (a) The complete contract number, to include the task order/delivery order number, if applicable.
- (b) The total dollar value of the contract action, and the contract type
- (c) The Period of Performance of each contract action listed
- (d) Government or commercial contracting activity address, telephone number, and E-mail address

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(e) Procuring Contracting Officer's (PCO's) name, telephone number and E-mail address

(f) Administrative Contracting Officer's (ACO's) name, telephone number and E-Mail address

(g) Government or commercial contracting activity technical representative, or COR, name, telephone number and E-mail address

(h) Copies of all Scope of Work paragraphs of the contract action reflecting experience which is relevant to the considerations cited above in paragraphs L.3.2.2.3.1-L.3.2.2.3.3.

(i) A discussion of specific similarities between these contract Scopes of Work and Sections L.3.2.2.3.1-L.3.2.2.3.3 of this Solicitation. Failure to provide the information requested under paragraph L.3.2.2.4(a-i) so the Government can verify claimed experience may result in a determination that your proposal is unacceptable and may eliminate your proposal from consideration for award.

L.3.2.2.5 FTFS Experience Relevancy Matrix: The offeror shall also complete Attachment 0004, FTFS Experience Relevancy Matrix. The matrix identifies the experience considerations in the first row. The offeror shall list each of the up to four (4) prior contract action in the left margin of each chart. These contracts should match the types of experience the Government will be using for evaluation purposes. The offeror shall identify recent and relevant contracts under each of the Experience considerations, through the placement of an (X) in the applicable matrix boxes. The offeror may include a brief description in the matrix of the extent of any similarities. However, any brief narrative provided in the chart itself will not be sufficient to constitute as a substitute for the narrative required discussing the experience sub-factor as required by L.3.2.2.4(i) above.

L.4 Reserved.

L.5 PRICE FACTOR (Volume II)

L.5.1 The contract Price Volume shall include the following:

L.5.1.1 The offeror shall fill in proposed prices for all CLINs directly in Attachment 0001, FTFS Pricing Attachment, in accordance with the instructions detailed in the attachment. Prices shall NOT be inserted in Section B. The CDRLs at CLIN 0091 shall not be separately priced.

L.5.1.1.1 The total minimum and maximum quantities as detailed in CLINs 0011AA through 0063AA are estimates for each ordering year and are based on forecasted requirements. The Government will only guarantee the total three year minimum quantity of each CLIN in accordance with Clause 52.216-22.

L.5.1.2 Reserved.

L.5.1.3 All prices shall be proposed in current year U.S. dollars. All prices as well as any pricing information provided as a result of these instructions shall be in U.S. Dollars. Offers received in other than U.S. Dollars shall be rejected.

L.5.1.4 Identify any judgmental characteristics applied and any mathematical, statistical, or other methods used in pricing, and the nature and amount of any contingencies or adjustments included in the proposed amounts.

L.5.1.5 Offerors shall provide the following pricing information to support the proposed prices: any offered discounts, established catalog pricing, price lists, or other verifiable and established records that are regularly maintained by the vendor and are published or otherwise available for customer inspection. Offerors shall also provide information on sales of similar equipment to other customers, including Government entities. This information shall include model or part number sold, customer, date of sale, unit price, quantity, and a comparison of any technical differences (and associated cost impacts) between such model and the units offered in response to this solicitation. Also include copies of invoices for these other sales.

L.5.1.6 In accordance with Far Clause 52.219-14, the prime offeror shall perform work of at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials. Offers in response to this RFP shall show the percent of the cost of manufacturing to be performed by the prime offeror, less the cost of material. The definition of cost of manufacturing and cost of material is located in the Code of Federal Regulations (CFR) Title 13, Section 125.6.

L.5.2 If necessary, the Government reserves the right to request additional information to aid in its evaluation of price reasonableness.

L.6 PROPOSAL TERMS AND CONDITIONS (SF33, RFP Sections A-K)-Volume III

L.6.1 Volume III shall contain the following information:

L.6.1.1 Include a scanned image of a signed copy of the SF 33 cover page signed by a person authorized to sign bids, quotations or

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proposals on behalf of the offeror . Offeror shall fill-in blocks 12, 13, 15A, 15B, 16, 17, and 18 on the SF 33.

L.6.1.2 One copy of this solicitation (Sections A-K) with all clauses and Attachment 0001, FTFS Pricing Spreadsheet completed. Any required certifications and representations that are required under the solicitation.

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

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

L.6.1.5 Evidence that the offeror possesses appropriate Facility and Information System Security Clearances (SECRET) and that they are in receipt of the classified performance specifications (see Sections C.3 and H.2).

L.6.1.6 Requirement for Facility and Information System Security Clearance (SECRET). The offeror is notified that there is a classified specification in the FHTV FTFS Purchase Description. Offerors must have a copy of the classified specification, prior to proposal submission, in order to meaningfully respond to the solicitation. In order to receive the classified specification, offerors must possess appropriate Facility and Information System Security Clearances (SECRET). Extensions to this RFP will not be granted by the Government to allow time for potential offerors to obtain the aforementioned clearances that do not already possess them. The offeror shall request access to this document through the PCO. The offerors request shall include verification of their: Facility and Information System Security Clearance (SECRET), Industrial Facility Security Clearance (up to Secret, at a minimum), the name and phone number of the offeror's security officer, and an address for mailing the classified document.

L.6.1.6.1 Offerors shall, consistent with their proposed Prices and Technical Factor solution, provide supporting information and analysis establishing the offeror's conformance with RFP Clause Limitations on Subcontracting (FAR 52.219-14). Specifically, the offeror shall establish that, as the prime contractor, it will perform at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

L.6.1.7 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCI).

L.6.1.7.1 The provisions of FAR 9.5, "Organizational and Consultant Conflicts of Interest", apply to any award under this solicitation. Potential offerors should review their past, current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements which might result in their being 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 FTFS or related programs.

L.6.1.7.2 Offerors should disclose any potential OCI situations 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 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.

*** END OF NARRATIVE L0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

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L-9 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-10 52.233-2 SERVICE OF PROTEST SEP/2006

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

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

(End of Provision)

L-11 52.209-4005 CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE FEB/1998
ALT I APPROVAL (SEPARATELY-PRICED LINE ITEM)

(a) All offerors are required to insert an amount for CLIN 0101 which represents the full price for First Article Test Kits.

(b) In addition, those offerors intending to request a waiver of the First Article Approval requirement must comply with the requirements of the provision entitled PROVISION FOR WAIVER OF FIRST ARTICLE APPROVAL. (See elsewhere in this Section L.)

[End of Provision]

L-12 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(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:

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(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 52.209-4007 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL MAY/2006
(TACOM)

(a) The requirement entitled FIRST ARTICLE APPROVAL in Section I of this solicitation may be waived by the Government, provided that the offeror meets the conditions identified below.

(1) Offerors who intend to request a waiver or partial waiver of the First Article Test must provide sufficient information in order for the Government to determine whether the request is to be approved. If the offeror intends to request a waiver, a First Article Waiver Worksheet must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found at <http://contracting.tacom.army.mil/engr/eng.htm>. The offerors request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the offeror, the Government may request additional information

(2) Offerors should not assume that the FAT waiver request will be granted even if the completed worksheet and any supporting information is submitted to the Government.

(3) The worksheet and any additional supporting documentation is part of your quote/offer and must be submitted as part of the response to this solicitation on Company letterhead and signed by an agent of the Company.

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(4) The offeror may request a waiver for only a portion of the First Article Test, such as a vibration test or a salt water spray test, or the test on a component or subassembly of the procured item.

(5) The offeror shall list specifically on the worksheet, by technical data package reference, that portion of the test requested to be waived. The references shall include but may not be limited to the following as applicable:

(i) Identification of the specification or standard along with the specific specification or standard paragraph(s)

(ii) Identification of the drawing with specific references to the drawing notes.

(iii) Identification of the Quality Assurance Provision (QAP), or Quality Assurance Requirement (QAR) or Supplemental Quality Assurance Provision (SQAP) with specific references to the specific paragraph.

(6) Supporting documentation.

(i) The request for waiver must be accompanied by documentation in support of the request. The documentation may include information such as the following; (1) Copy of the Administrative Contracting Officers (ACOs) or Procuring Contracting Officers (PCO) letter approving a First Article Test report on a recent contract for the same or similar item. (2) Copy of a First Article Test report for the same or a similar item as that herein solicited. (3) Copy of an ACO or PCO letter approving a prior waiver request. (4) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

(ii) If a copy of a First Article Test report is submitted in support of a request for waiver under this solicitation, the test report must have been approved and signed by an authorized representative of the Government.

(iii) The FAT report and all supporting documentation should be submitted by electronic media and should accompany the offerors proposal. If the FAT report and supporting documentation cannot be transmitted by electronic media, the offeror shall contact the PCO for further instruction.

(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.

(c) Note: Cost considerations shall apply for approving a waiver or a portion thereof of a First Article Test.

[End of Provision]

L-17 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
 (TACOM) (NEGOTIATED)

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

(b) Definitions:

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

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

(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.

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(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-18 52.215-20 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. IV OCT/1997
dated Oct. 1997

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

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

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

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

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

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

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

[End of clause]

L-19 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.

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Name of Offeror or Contractor:

(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-20 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-21 DA, 52.215-5111 ABILITY ONE SUBCONTRACTING CREDIT APR/2010

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

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

c. For additional information on AbilityOne'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-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:

Name of Offeror or Contractor:

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

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

(c) Election of Forum:

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

(d) Protest Decision Authority:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

(g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

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

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

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

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

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

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

- (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.

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Name of Offeror or Contractor:

(h) Effect of Protest on Award and Performance:

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

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

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

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

(i) Remedies:

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

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

[End of Clause]

L-23	52.245-4002	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
	(TACOM)		

(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]

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 General. The Government plans to award, on a Small Business Set Aside basis, one Firm-Fixed Price Indefinite Delivery, Indefinite Quantity (IDIQ) contract for Heavy Tactical Vehicles (HTV) Fuel Tank Fire Suppression (FTFS) Kits (for HEMTTA4, HEMTT 983A4LET, HETA0, HETA1, PLSA0, PLSA1, M915A3, M915A5, M916A3, and M917A2 trucks) as a result of this solicitation subject to the provisions contained herein. The evaluation of proposals submitted in response to this solicitation will be conducted on a Best Value basis using Source Selection Trade-Off Procedures.

As such, the Source Selection Authority (SSA), 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 Factor as well as the total evaluated Price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated Price.

M.1.2 Selection of the successful Offeror shall be made following an assessment of each proposal against the requirements described herein and the criteria set forth below. Award will be made to the Offeror whose proposal, in the SSAs independent judgment, represents the best value to the Government.

M.1.3 Award Without Discussions. This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises Offerors that the Government intends to make award without conducting discussions. Where awards will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms with respect to the Price and Non-Price Factor. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.2 REJECTION OF OFFERS

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

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

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

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

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

M.2.1.1.4 A proposal merely repeats the contract statement of work without elaboration.

M.2.1.1.5 A proposal fails to meet the requirements in FAR 52.219-14 Limitations on Subcontracting as described in Section L.5.1.6.

M.2.1.2 The proposal reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's requirements because it is unrealistically high or low in price or is unrealistic in terms of technical or schedule commitments.

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

M.2.1.4 The proposal contains unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

M.2.1.5 The proposal price is unreasonable or unaffordable.

Name of Offeror or Contractor:

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

M.2.1.7 The proposal proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions. Any assumptions that contradict the solicitation may be rejected.

M.2.1.8 The proposal does not include evidence that the Offeror possesses a SECRET Facility Clearance and the classified performance specifications at the time of proposal submission (refer to Section H.2 and H.3).

M.3 EVALUATION AND SOURCE SELECTION PROCESS**M.3.1 EVALUATION PROCESS**

Selection of the successful offeror shall be made following an assessment of each proposal, based on the response to the information called for in 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. The Government reserves the right to reject offers, in accordance with solicitation provision M.2 Rejection of Offers, above.

M.3.2 SOURCE SELECTION AUTHORITY (SSA)

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

M.3.3 SOURCE SELECTION EVALUATION BOARD (SSEB)

An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

M.3.4 IMPORTANCE OF PRICE FACTOR

Both of the factors contained in each proposal will be evaluated. However, the closer the offerors evaluations are in the Technical Factor, the more important Price becomes in the decision. Price may be the controlling factor when:

M.3.4.1 Proposals are considered approximately equal in the Technical Factor; or

M.3.4.2 An otherwise superior proposal is unaffordable; or

M.3.4.3 The advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.3.5 Reserved

M.3.6 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD

M.3.6.1 The Government will award a contract to the offeror that:

- a. Represents the best value to the Government, and
- b. Submits a proposal that meets all the material requirements of this solicitation, and
- c. Meets all the responsibility criteria at FAR 9.104.

M.3.6.2 To make sure that you meet the responsibility criteria at FAR 9.104, the Government may:

- a. arrange a visit to your plant and perform a necessary pre-award survey, or
- b. assess the offerors managerial, financial, technical or production capabilities, and may ask you to provide background information on the same
- c. If you do not provide the Government with the data requested within 7 days from the date you receive the request, or if you refuse a Government visit to your facility, the Government may determine you non-responsible.
- d. If the Government visits your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for the team to review.

Name of Offeror or Contractor:**M.3.7 DETERMINATION OF RESPONSIBILITY**

Per FAR 9.103, contracts will be awarded only to contractors that the Procuring Contracting Officer (PCO) determines to be responsible as per the standards of responsibility 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 RFPs requirements set forth in this RFP. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Governments requirements as set forth in this RFP. Government reserves the right to conduct a pre-award survey on any or all offerors or significant subcontractors (significant subcontractors are those subcontractors performing 25% to 50% of the total dollar value of the contract, excluding raw materials and purchased components/subcomponents) to aid the PCO in the evaluation of each offerors proposal and ensure that a selected contractor is responsible. No award can be made to an offeror who has NOT been determined responsible by the PCO.

M.3.8 EVALUATION CRITERIA:

M.3.8.1 The Government will assess each offeror on the following two Evaluation Factors:

- (1) Technical, and
- (2) Price.

The Technical Factor is further divided into Subfactors as stated in M.5

M.3.8.2 Order of Importance: The Technical Factor is the most important factor and is significantly more important than the Price Factor.

M.4 TRADEOFF PROCESS EVALUATION FACTORS

M.4.1 Selection of the successful offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L 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.

M.5. Evaluation Factor 1 - Technical (Section L.3). The offerors Technical Volume will be evaluated in two Subfactors:

Subfactor (1) FTFS Ballistic Performance Requirements, and

Subfactor (2) Ballistic Experience

Of the Technical Subfactors, Subfactor 1 (FTFS Ballistic Performance Requirements) is significantly more important than Subfactor 2 (Ballistic Experience).

M.5.1 Sub-Factor (1) FTFS Ballistic Performance Requirements. For the proposed solution, the offerors information submitted in response to L.3 will be evaluated to assess the proposal risks, and a rating level assigned, based on the probability that the offerors proposed item will meet the requirements of C.3. Regarding substantiating data, validated test information from a third party which establishes conformance to all the specification parameters of RFP Section C.3 will represent a lower technical risk rating. Substantiating data submitted within a proposal containing limited or no validated test information from a third party will represent a higher technical risk rating.

M.5.2 Sub-Factor (2) Ballistic Experience (reference the proposal information submitted in response to L.3.2.2). The assessment of Experience will be based on the prime offerors past record of Relevant Experience. Proposed subcontractors Experience will not be assessed in this evaluation; only the proposed prime offerors Experience will be considered. Prime offerors experience on contracts performed within the last three years will be assessed, as it relates to the risk probability that the offeror will successfully meet contract requirements based upon prior experience with the following Section C /Performance Specification requirements. Each recent contract submitted will be evaluated against all three types of experience:

M.5.2.1 Integration complexity comparable to Section C.6 and C.7 conducted for Ballistic performance requirements comparable to C.3.

M.5.2.2 Ballistic performance comparable to Section C.3

M.5.2.3 Delivery of supplies of a similar complexity to the FTFS requirements referenced in C.3 at the maximum monthly quantity specified in Section F (Delivery Schedule) of this RFP.

M.5.2.4 Where the offeror's proposal identifies experience, the Government will consider whether the benefits of this experience will ever be employed/realized should the offeror subsequently be awarded a contract. Accordingly, any experience which is identified in the offeror's Technical Experience Subfactor proposal where the offeror's proposal does not clearly support that this experience is intended to be used by the offeror during contract performance, will be discounted in whole or in part.

Name of Offeror or Contractor:

who seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such test items, as identified by the offeror in Section B, Item(s) CLIN 0081, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternative price.

(1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Test items in Section B, Item CLIN 0081 of this solicitation, we will assume that the unit price for First Article Test items is the same as the unit price cited for item CLINS 0011AA, 0021AA, 0031AA, 0041AA, 0051AA, 0061AA, 0071AA, and that unit price will be used for evaluation purposes regardless of whether we do or do not grant the waiver.

(2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered by the offeror: the amount entered for item CLIN 0101 will not be deducted by the Government.

[End of Provision]

M-2 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
(TACOM)

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

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

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

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

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

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

[End of Provision]

M-3 52.216-4006 METHOD OF PRICE EVALUATION NOV/2007
(TACOM)

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]