

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page of Pages 1 57
2. Contract Number	3. Solicitation Number W56HZV-13-R-0070	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2012OCT26	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ASN-B 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 2012NOV26 (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 ANGELA HERNANDEZ	B. Telephone (No Collect Calls)		C. E-mail Address ANGELA.HERNANDEZ5@US.ARMY.MIL
		Area Code (586)	Number 282-9711	Ext.

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OFFER (Must be fully completed by offeror)

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

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

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

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

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	
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By		
SCD PAS NONE ADP PT				
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)		28. Award Date

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

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SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

Common Extinguisher Package Survivability - Fire Protection

REQUEST FOR PROPOSAL # W56HZV-13-R-0070

INTRODUCTION

Request for Proposal (RFP) W56HZV-13-R-0070 is hereby issued by the US Army Contracting Command - Warren (ACC-WRN) for the development of common fire extinguishers to be used in automatic fire extinguishing systems (AFES) for crew compartments of Army ground vehicles.

PROGRAM INTENT

The ultimate objective of this effort is to identify and offer, to TACOM LCMC managers of individual and currently fielded tracked/wheeled vehicle systems, alternative replacement solutions for existing in-vehicle AFES systems. In this regard, superior candidates as replacement extinguisher solutions would (1) maintain or improve extinguisher performance (including reliability) and (2) reduce the overall logistic footprint of the Army's fire suppression capability. Logistics footprint reductions would include collective combinations of advantageous characteristics for the following: extinguisher service life expectancy, hardware acquisition expenses, operation and scheduled/unscheduled maintenance expenses, expenses per extinguisher discharge, required special tools or equipment, and maintenance times/intervals. After award of contracts, and considering the Government's assessment of test results and contractor submission of data item deliverables impacting (1) and (2) above, the Government will identify solutions which optimally achieve (1) and (2) above, and superior solutions which achieve objectives are intended to be offered for consideration as replacement solutions for the AFES systems in individual fielded vehicles.

PERIOD OF PERFORMANCE

The period of performance of this contract shall be for one (1) Base period (12 months ARO) and one (1) 6 month Option for the delivery of an additional 50 prototype extinguishers.

PROPOSALS

Proposals in response to this solicitation shall meet the requirements provided in Section L, and will be evaluated using the information provided in Section M. Proposals must be in full compliance with the instructions in this solicitation. In particular, we urge interested contractors to be mindful of (i) the deadline for pre-proposal questions; and (ii) the deadline for proposal submittal, as detailed below:

Deadline for Government Receipt of Pre-Proposal Offeror Questions:

09 Nov 2012, 1:00 P.M. local time, Warren, MI.

Closing Date & Time for Receipt of Proposals: 26 Nov 2012, 1:00 P.M. local time, Warren, MI.

The Government intends to award up to eight (8) Firm Fixed Price contract(s). Selection of the offeror(s) will be based on the assessment of proposals submitted in response to this RFP and evaluated in accordance with Section M.

Any proposal received in response to this RFP that proposes a price in excess of \$300,000 for the base effort will be considered unaffordable and will not be considered for award.

EVALUATION

(1) Offerors are advised that employees of the firms identified below may serve as non-government advisors in the source selection process. These individuals will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition.

- Booz Allen Hamilton
 - Columbia Center II
 - 101 West Big Beaver Road
 - Suite 505
 - Troy, MI 48084
 - POC: Phil Wills, 248.680.3539, wills_phil@bah.com

- Alion Science and Technology Corp
 - 31201 Chicago Road South
 - Suite B302
 - Warren, MI 48093
 - 586 795-1348
 - POC: Joel King, 586.282.6032, joel.d.king.ctr@mail.mil

Name of Offeror or Contractor:

(2) In accomplishing their duties related to the source selection process, the aforementioned firms may require access to proprietary information contained in the offerors' proposals. Therefore, pursuant to FAR Part 9.505-4, these firms must execute an agreement with each offeror that states that they will (1) protect the offeror's information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each offeror must contact the above companies to effect execution of such an agreement prior to the submission of proposals. Each offeror shall submit the agreement in accordance with section L.1.6.2.

PROPOSAL SUBMISSION INSTRUCTIONS

Offeror proposals must be submitted electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS) in accordance with FAR Clause 52.204-4016. Please follow the directions detailed in section L.3 PROPOSAL SUBMISSION.

QUESTION SUBMISSION INSTRUCTIONS

Questions regarding this solicitation shall be in writing and directed to the buyer, Angela Hernandez via email at angela.c.hernandez6.civ@mail.mil. All questions and all other correspondence related to this solicitation shall reference the solicitation number W56HZV-13-R-0070 in the e-mail subject line.

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

*** END OF NARRATIVE A0001 ***

<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=W56HZV12R0273

(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.

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(End of Provision)

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>The Contractor shall furnish all the supplies and services to accomplish the Scope of Work (SOW) described in Section C of this solicitation. Delivery of the extinguishers shall be in accordance with the requirements detailed in Section F and the inspection of the extinguishers shall be in accordance with the requirements detailed in Section E. Period of Performance: See Section F.</p> <p>(End of narrative B001)</p>				\$ _____
0002	<p><u>TRAVEL</u></p> <p>'Not to Exceed' Travel CLIN for the estimated travel to perform the services identified in the Contract, Section C. Travel shall be invoiced as cost only, no fee.</p> <p>(End of narrative B001)</p>				\$ _____
0003	<p><u>OPTION 1 - EXTINGUISHERS</u></p> <p>In accordance with Section H, the contractor shall provide up to an additional fifty (50) prototype extinguishers developed under this effort, along with required service parts and special tools.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0004	<p><u>DATA ITEM</u></p>			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>Technical Data as set forth in Contract Data Requirements List (CDRL) DD Form 1423, hereinafter referred to as Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>The contractor shall provide the information required per the contract clause entitled, CONTRACTOR MANPOWER REPORTING (CMR), TACOM clause 52.237-4000. Unit Identification Code (UIC): W4GHAA Organizational Title: TARDEC</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 The contractor, as an independent contractor and not as an agent of the Government, shall provide the necessary qualified personnel, facilities, material, equipment and services to accomplish the tasks defined herein.

C.2 General. The contractor shall provide the technical expertise necessary to support the development (to include designing, testing, and delivery) of common fire extinguishers to be used in automatic fire extinguishing systems (AFES) for the crew compartments of U.S. Army ground vehicles. This effort is for the development of the extinguisher only. The goal of this effort is to reduce the initial procurement cost and minimize the life-cycle cost of the extinguishers. The ultimate purpose is to reduce the overall logistic footprint of the Army fire suppression capability, while increasing reliability without compromising performance.

C.3 RESERVED

C.4 Threshold requirements herein are indicated by (T); these indicate required minimum levels of performance. Objective requirements are indicated by (O); these indicate desired levels of performance.

C.5 Extinguisher and Component Requirements:

C.5.1 The primary mode of extinguisher discharge shall utilize an AFES supplied electrical signal as defined herein.

- a) Electrical discharge (T)
- b) Electrical discharge and the capability to discharge mechanically (O).

C.5.1.1 If a mechanical-discharge capability is incorporated, the mechanical release mechanism shall release the extinguishing agent in response to a force of greater than 10 to less than 26 pound-force applied over 0.25 inches of travel at the activation point of the extinguisher.

C.5.2 The extinguishers shall be in conformance with MIL-STD-1472 Human Engineering over a range including all soldiers from a 5th percentile female up to a 95th percentile male, where all soldiers within the range are wearing Nuclear-Biological-Chemical (NBC) and cold weather protective clothing.

C.5.2.1 Extinguisher configuration will, to the maximum extent possible, utilize commercial components that are currently available in the commercial market.

C.5.2.2 The extinguisher configuration shall ensure functionality, ease and safety of operation, and maintenance.

C.5.3 Production extinguishers may be single-use or refillable devices, and the valve and cylinder can be integrated or separable. If the valve and cylinder can be separated while the cylinder is charged, then the valve must be able to be installed onto the cylinder while it is mounted in its normal vehicle position.

C.5.4 All extinguishers designed, tested and delivered under this contract shall be charged.

a) The extinguisher shall be charged with 6.0 +0.1/- 0.0 lbs of heptafluoropropane (HFC-227ea) with 0.6 lb +/-0.05 lbs of sodium bicarbonate based dry chemical (T).

b) The extinguisher design shall be capable of being charged with 7.0 +0.1/- 0.0 lbs of bromotrifluoromethane (Halon 1301) with up to 1.2 lb +/-0.05 lbs of sodium bicarbonate based dry chemical (O).

C.5.4.1 Extinguisher valve configuration capability:

- a) Side discharge (T). The extinguisher dimensions and discharge geometry shall comply with Appendix I.
- b) Combined discharge, to include both side and bottom discharge (O). The extinguisher dimensions and discharge geometry shall comply with Appendix I and Appendix II.

C.5.4.2 If the heptafluoropropane-based extinguisher relies on a charge pressure to operate, then it shall be charged with nitrogen to 900+25/-0 psi at 70 degrees F plus 10 to 15 psi He trace gas.

C.5.5 All extinguishers or pressurized cylinders (per C.5.4 above) shall be equipped with a means to prevent accidental discharge during shipping, installation and maintenance. Anti-recoil devices, shorting plugs, and lock pins shall be provided on each delivered extinguisher or pressurized cylinder. All safety components that are removed or disassembled to enable vehicle installation shall be tethered to the cylinder or valve (T). Safety components shall be integral and non-removable (O). A warning label per drawing 12314504 shall be affixed to the extinguisher or pressurized cylinder.

C.5.6 Pressurized extinguishers shall include a pressure gauge and a simple pressure switch (T), or a pressure gauge and temperature compensated pressure switch (TCPS) (O).

C.5.6.1 The pressure switch shall be closed to indicate a properly charged cylinder or extinguisher and shall signal low pressure by

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indicating an open circuit when the pressure has dropped to 600-650 psi for the simple pressure switch.

C.5.6.2 If the TCPS is supplied, then the TCPS shall be closed to indicate a properly charged cylinder or extinguisher, and shall signal low pressure by indicating an open circuit when the pressure has dropped:

- a) 100 psig (T) below the pressure of a fully charged extinguisher at all temperatures between -25 degrees F and 130 degrees F;
- b) 75 psig (O) below the pressure of a fully charged extinguisher at all temperatures between -25 degrees F and 130 degrees F.

C.5.7 The leakage rate of the extinguisher or pressurized cylinder shall not exceed

- a) 0.1 ounce per year (equivalent to 10⁻⁶ SCC He/sec) (T);
- b) No leakage (O).

C.5.8 If the extinguisher is re-usable, its refill capabilities and procedures shall be compatible with existing Army recharge equipment (NSN 4210-01-474-6206, TB 9-4210-245-50). Any adaptors shall be separately identified and available

C.5.9 Cylinders shall not require hydrostatic testing more frequently than every 12 years and shall be designed to remain in service indefinitely unless they are damaged or need to be refilled or recharged.

C.5.10 Extinguishers charged per C.5.4.a shall not weigh more than

- 23 lbs fully charged and operable (T),
- 18 lbs fully charged and operable (O).

C.5.11 Pressurized cylinders for all extinguishers shall meet all applicable Department of Transportation (DOT) requirements including CFR Title 49 Part 180 Subpart C and DOT Special Permits.

C.5.12 Pressurized cylinders for all extinguishers shall meet the non-shatterability requirements of MIL-DTL-7905 Cylinder, Steel, Compressed Gas, Non-Shatterable, Seamless, 1800 PSI and 2100 PSI.

C.5.13 Cylinders shall be marked and color coded in accordance with MIL-STD-101 Color Code for Pipelines and for Compressed Gas Cylinders.

C.5.13.1 The exterior surface of each pressurized cylinder for all extinguishers shall be primed with Chemical Agent Resistant Coating (CARC) per MIL-P-53022.

C.5.13.2 The exterior surface of each cylinder body for all extinguishers shall be painted red (no. 11136 or 11105) per FED-STD-595 over the CARC primer.

C.5.13.3 The exterior surface of each cylinder body for all extinguishers shall have two adjacent two inch wide bands applied to its circumference, colors per FED-STD-595, after the red topcoat has been applied per C.5.13.2. The band closest to the cylinder neck or valve shall be gray (no. 16187 or 26307) and the other band shall be black (no. 17038).

C.5.14 Safety.

C.5.14.1 Each extinguisher or pressurized cylinder shall be equipped with a safety relief device to vent internal pressure before it reaches a level that could cause damage to the extinguisher or injury to personnel. The relief device shall not activate at temperatures below 180 degrees F.

C.5.14.2 The discharge from the extinguisher shall result in a pressure of less than 20 psig at 5 inches and an acceleration of less than 8G averaged within 30 ms or less at 12 inches from the integrated extinguisher discharge outlet.

C.5.14.3 Impulse noise levels during extinguisher discharge shall be no more than 165 dB (T), 140 dB (O) measured 12 inches from the extinguisher discharge outlet.

C.5.14.4 The extinguisher or pressurized cylinder shall not discharge materials or items that could cause physical injury to crewmembers. The extinguisher shall not eject solid fragments larger than 300 microns in diameter under any circumstances.

C.5.15 The extinguisher shall begin to discharge within 10ms after receiving a releasing signal.

C.5.15.1 Within 200ms after receiving a releasing signal, the cylinder pressure shall be no greater than 36% of its initial level.

C.5.15.2 After discharge, the residual agent content shall not exceed 1.5% by weight of the initial charge. The residual pressure in the extinguisher shall not exceed the agent vapor pressure at all temperatures between -60 degrees F and 160 degrees F.

C.5.16 Electrical interfaces shall be via a MS3112E12-3PN or MS3470W12-3PN connector.

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C.5.17 Releasing Signal and Continuity Monitoring

C.5.17.1 Pin A. The extinguisher shall discharge when an activation signal with amplitude of between 16 and 30 volts, providing at least

- a) 10A (T),
- b) 3.5A (O),

is received with respect to Pin B (Return) with a duration of at least 30ms .

C.5.17.2 The extinguisher shall be compatible with a continuity sensing signal between pins A and B that shall not exceed 5mA.

C.5.17.3 Pin B, Return

C.5.17.4 Pin C, Pressure monitor. When the cylinder is pressurized, the pressure switch shall be closed with respect to pin B and rated for at least 0.1 A.

C.5.18 The extinguisher shall be designed for high reliability. The Mean Time Between Failure (MTBF) for the extinguisher shall not be less than 100,000 hours. The MTBF for electrical and pyrotechnic components shall be calculated using MIL-HDBK-217F and available manufacturer reliability test data. The MTBF for mechanical assemblies shall be based on mechanical parts extracted from the Non-Electronics Parts Reliability Database (NPRD) available through the Reliability Information Analysis Center (www.theriac.org). The supplier shall support the MTBF results with available field return data and a Design Failure Mode Effects Analysis (DFMEA) per SAE J1939. The supplier shall submit a report that describes the MTBF and DFMEA results.

C.5.19 The extinguishers shall function properly, evidence no deterioration and produce no inadvertent discharges during or after exposure to the following environments:

C.5.19.1 The extinguishers shall meet the environmental requirements of MIL-DTL-62547C (AT) Valve and Cylinder Assemblies, paragraph 3.7 inclusive of subparagraphs. Qualification by Similarity or Analysis is acceptable for Salt Fog, Fungus, Sand and Dust, and Humidity.

C.5.19.2 As part of environmental testing, or as an added test, the contractor shall demonstrate that the extinguisher does not thermally relieve at temperatures less than 180 degrees F.

C.5.19.3 The extinguisher shall not discharge or cause any electromagnetic interference (EMI) problems for other vehicle components or systems when tested in accordance with MIL-STD-461F Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment methods RE102, CS114, CS115, CS116, CE102, and RS103 and MIL-STD-464A Electromagnetic Environmental Effects, Requirements For Systems as applicable to Army ground platforms.

C.5.20 With respect to extinguisher mounting orientation

- a) The extinguisher shall meet all performance requirements specified herein when mounted up to 30 degrees from vertical (T).
- b) The performance of the extinguisher shall be insensitive to mounting orientation (O)

C.5.20.1 In all cases, the dry chemical shall discharge with or before the gaseous agent.

C.6 Deliverables

C.6.1 Hardware

C.6.1.1 The contractor shall provide thirty-six (36) prototype extinguishers that represent a configuration that could be mass produced, to TARDEC no later than eight (8) months after contract award.

C.6.1.2 If refillable extinguishers are provided, service parts sufficient to support 36 discharges shall be included in the hardware delivery.

C.6.1.3 Special tools: Two (2) sets of all special tools required to service extinguishers and recover agents shall be provided. If extinguishers are refillable, the contractor shall also deliver two (2) sets of all special tools required to rebuild and recharge the extinguishers using standard Army refill equipment with the hardware delivery of C.6.1.1.

C.6.1.4 Option Quantities: If the Contracting Officer exercises the option in Section H of this contract, the contractor shall provide up to an additional fifty (50) prototype extinguishers developed under this effort, along with required service parts and special tools to TARDEC no later than six (6) months after the option exercise to support further testing and integration.

C.6.2 Reports: All required reports specified herein may be provided in the contractors format in accordance with CDRL A001.

C.6.2.1 Maintenance Report: The contractor shall describe in detail required or recommended instructions for the following: a) periodic service, b) maintenance, and c) disposal. Any replacement parts required to service the extinguisher shall be available in kit form. If any parts have a service life, the contractor shall identify those parts and how they are to be serviced. If regular service is required, the contractor shall prepare and deliver a parts list and associated cost of required parts and recommended frequency of

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service over a 30 year period in accordance with CDRL A001. The contractor may propose that the extinguisher be replaced in lieu of performing maintenance actions and replacement of parts over a 30 year period.

C.6.2.2 The contractor shall submit a description, engineering drawing and estimated cost of any special tools or equipment that are required for installation, use and safe depressurization and agent recovery of any extinguisher furnished under this contract.

C.6.2.3 Monthly Status Reports. The contractor shall prepare and deliver monthly status reports in accordance with CDRL A002 every 30 days, until contract completion. The first report shall be delivered to the COR thirty (30) days after contract award.

C.6.2.4 The contractor shall provide hardware and instructions that allow the charge pressure to be safely bled-off independent of an AFES commanded discharge. The instructions shall include a procedure for recovering the gaseous agent.

C.6.2.5 Reserved

C.6.2.6 Life-Cycle Cost. The contractor shall submit an estimate of the life-cycle cost of their delivered product in accordance with DOD 500.4-M. The estimate should be clear and identify any assumptions made. The following should be used in developing the estimate:

C.6.2.6.1 Life-cycle costs shall be estimated for periods of service of 6, 11, 16, and 30 years. In the event the contractor's design exceeds a 30 year service life, the contractor shall also provide the life-cycle costs associated with the maximum year service life.

C.6.2.6.2 Estimated or actual procurement costs of extinguishers shall be provided based on purchases of 100 and 500 units per month.

C.6.2.6.3 Estimated or actual procurement cost of special equipment or tools shall be computed assuming one set is required for every 500 extinguisher units.

C.6.2.6.4 If regular service is required, the contractor shall prepare and deliver a parts list and associated cost of required parts and recommended frequency of service.

C.6.2.6.5 The cost of kits and/or components to support 2,000 discharges annually shall be provided.

C.6.2.6.6 If the contractor provides a rechargeable extinguisher then, in the event the extinguisher is removed from the vehicle, the contractor shall identify the labor hours required to perform regularly scheduled service and return the discharged extinguisher to serviceable condition.

C.6.2.7 Objectives Trade Study: The contractor shall submit a trade study in accordance with DOD 500.4-M and per CDRL A006, that addresses the feasibility and costs associated with meeting the objective requirements addressed herein and listed below:

<u>Description</u>	<u>Section</u>
Mechanical manual discharge	C.5.1
Halon 1301 Compatibility (agent)	C.5.4
Side / Bottom Discharge	C.5.4.1
Integrated Safety Device	C.5.5
TCPS	C.5.6
Weight	C.5.10
Impulse noise 140 dB	C.5.14.3
Activation signal 3.5 A	C.5.17.1
Orientation insensitivity	C.5.20

C.6.2.8 Cost Reduction Opportunities. The Government is interested in potential procurement and support cost reductions that may be possible through the deletion or modification of Threshold (T) requirements specified herein and an estimate of the associated savings for production volumes of 100 and 500 units per month. The description shall clearly identify trade-offs between cost, packaging, size and weight, reliability and performance.

C.6.2.9 The contractor shall provide the following final design data items within 300 days After Contract Award (ACA): an Interface Control Drawing (ICD), a 3-D model using Pro-E format, and a qualification test report that addresses the requirements outlined in the table below. The qualification test report shall include

- a)pressure versus time graphs (T)
- b)pressure versus time graphs and high-speed video (O)

covering the required discharge tests. A preliminary 3D model and ICD shall be submitted to the COR within 180 days ACA in accordance with CDRL A001.

<u>REQUIREMENT</u>	<u>SECTION</u>	<u>ICD</u>	<u>Qual Report</u>
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Ergonomics	5.2		X
Agent Mass	5.4	X	
Dimensions and Discharge Geometry	5.4.1	X	
Anti-recoil device and label(s)	5.5	X	
Pressure Gauge and Switch	5.6	X	
Leak Rate	5.7		X
Hydrostatic Test Requirement(s)	5.9	X	
DOT Markings	5.11	X	
Other markings	5.13	X	
Safety	5.14		X
Discharge characteristics	5.15		X
Electrical Interface	5.16	X	
Releasing signal and continuity monitor	5.17	X	
Environmental	5.19		X
Mounting requirements/limitations	5.20	X	

C.6.2.10 Preliminary installation, operation and maintenance manuals shall be delivered with the hardware.

C.6.2.11 Final versions of all reports, instructions and manuals shall be delivered within 90 days of hardware delivery.

C.7 Meetings/Reviews: All presentations for Government/contractor review will be submitted to the Government at least five (5) days prior to the meeting date.

C.7.1 Start of Work Meeting: The contractor shall conduct a Start of Work meeting within 30 days of contract award. The meeting will be held at the contractors facility or may be conducted via telephone conferencing. The date and location/method of the meeting and agenda shall be coordinated between the contractor and the COR. In accordance with CDRL A003, the contractor shall present and deliver to the COR an overview of its entire contractual effort, including schedule, engineering, logistics planning, and risk management. In accordance with CDRL A004, the contractor shall submit minutes of the start of work meeting within 10 days after the meeting.

C.7.2 Preliminary Design Review (PDR): The contractor shall conduct a PDR meeting within 90 days of contract award. The meeting may be held at TARDEC or may be conducted via telephone conferencing. The date and location/method of the meeting and agenda shall be coordinated between the contractor and the COR. During the PDR, the contractor shall present the preliminary design concepts for COR approval, to determine if these items can proceed into detailed design and if the stated performance requirements can be met within cost and schedule. An updated risk assessment, program schedule (to include schedule drivers), production and life-cycle cost assessment, and any other system constraints shall be provided by the contractor and shall be addressed at this review. In accordance with CDRL A004, the contractor shall submit minutes of the PDR meeting within 10 days after the meeting.

C.7.3 Critical Design Review (CDR): The contractor shall conduct a CDR meeting within 180 days of Contract Award at the contractors facility in accordance with the schedule in paragraph C.9. During the CDR, the contractor shall present the final designs for Government approval, to determine if these systems can proceed into final fabrication and if the stated performance requirements can be met within cost and schedule. An updated risk assessment, program schedule (to include schedule drivers), an updated cost assessment, and any other system constraints shall be provided by the contractor in accordance with A005, and shall be addressed at this review. In accordance with CDRL A004, the contractor shall submit minutes of the CDR meeting within 10 days after the meeting.

C.7.4 Technical/Program Reviews: During the course of this contract, engineering reviews between the parties may be required to assess program status, provide progress updates and resolve issues relating to development, testing, and other deliverables. Therefore, the contractor shall participate in electronic (telephone or web) conferences to discuss and resolve these issues. In accordance with CDRL A004, the contractor shall submit minutes of the technical/program reviews within 10 days after each review. A maximum of six (6) reviews shall be scheduled during the contract period of performance.

C.8 Program Plan: In accordance with CDRL A003, the contractor shall develop and submit to the COR a detailed Program Schedule prior to the start of work meeting. The Schedule shall be prepared in Microsoft Project unless another method is approved by the COR, and shall identify milestones (tests and deliveries) and the processes and parts required to effectively execute this program. The Schedule shall be consistent with the applicable deliveries identified and incorporate a budget and spending plan. All delivery dates for contractor reports and presentations shall be included in the schedule and this schedule shall be in agreement with the Program Milestones described in Section C.9. Contractor shall notify the government within five (5) days of any schedule slip longer than five (5) days. Any Program Schedule changes must be mutually agreed upon.

C.9 Schedule of Deliverables:

DESCRIPTION	SCHEDULE	SECTION
Meetings/Plans		
Program Plan	within 25 days	C.8
Start of Work Meeting	within 30 days	C.7.1

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Name of Offeror or Contractor:

PDR	within 90 days		C.7.2
CDR	within 180 days		C.7.3
Technical Program Reviews	as Required		C.7.4
<u>Studies/Reports/Manuals</u>	<u>Preliminary</u>	<u>Final</u>	
MTBF and DFMEA Report	within 180 days	within 300 days	C.5.18
Maintenance Procedures	within 180 days	within 300 days	C.6.2.1
Special Tools	within 180 days	within 300 days	C.6.2.2
Regular Service Parts	within 180 days	within 300 days	C.6.2.6.4
Agent Recovery	within 180 days	within 300 days	C.6.2.4
Recharging	within 180 days	within 300 days	C.6.2.5
Life Cycle Cost Analysis	within 180 days	within 300 days	C.6.2.6
Procurement Cost Reduction	within 180 days	within 300 days	C.6.2.8
Objective Trade Studies	within 180 days	within 300 days	C.6.2.7
Interface Control Drawing(s)	within 180 days	within 300 days	C.6.2.9
3-D model using Pro-E format	within 180 days	within 300 days	C.6.2.9
Qualification Test Report	within 360 days		C.6.2.9
<u>Hardware</u>			
Extinguishers	within 240 days		C.6.1.1
Service Parts	within 240 days		C.6.1.2
Special Tools	within 240 days		C.6.1.3

* AFTER CONTRACT AWARD (ACA)

C.10 Information Security.

C.10.1 Public Disclosure of Information: Although this research effort is not classified, information about this effort is not generally releasable to the public. All information that the contractor may wish to disclose in any public forum (e.g. a press release, journal publication, company newsletter, etc.) must be sent to the COR to obtain approval prior to publication. The COR will coordinate and process the request for approval or disapproval through TARDEC's Operations Security (OPSEC) review process.

C.10.2 Distribution Statement: Every data item deliverable shall contain the following statement: "Distribution D: Distribution authorized to US DoD and US DoD contractors only. Other requests for this document shall be referred to: US Army RDECOM-TARDEC, ATTN: RDTA-RS, Mail Stop 263 (Eric Hahka), 6501 E. 11 Mile Road, Warren, MI 48397-5000."

C.10.3 Export Control Statement: Every data item deliverable shall contain the following statement: Technical data contained herein may be controlled for export by the US Department of State under the International Traffic in Arms Regulations (ITAR) (22 CFR 120-130) or by the Department of Commerce under the Export Administration Regulations (EAR) (Export Administration Act of 1979, as amended). It may not be exported or transferred to any foreign person either in the United States or abroad, or disclosed to a national of another country without the prior written approval of the US Department of State or Department of Commerce.

*** 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 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2 52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007
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Name of Offeror or Contractor:

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

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

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

[End of Clause]

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FINAL INSPECTION AND ACCEPTANCE

E.1.1 Inspection and Acceptance of all data and hardware deliverables under this contract shall be made by the Contracting Officer or the Contracting Officer's Representative (COR). The determination that the data is complete and conforms to the requirements of the contract shall be made by the COR.

E.1.2 All work required under this contract is subject to inspection and approval by the COR.

*** END OF NARRATIVE E0001 ***

This document 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 these addresses:

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

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-2	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this contract shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

F.1 BASE EFFORT - PERFORMANCE SCHEDULE

F.1.1 The base period of performance for this Contract will be 12-months after Contract award.

F.2 OPTION EFFORT - PERFORMANCE SCHEDULE

F.2.1 Unexercised Option 1, Additional fifty (50) prototype extinguishers. The period of performance for Option 1 shall be completed within 6-months of exercise of the option.

F.3 Data Deliverables

F.3.1 Delivery of data set forth in the contract shall be in accordance with the Contract Data Requirements List (Exhibit A), DD Form 1423.

F.4 Material/Hardware Deliverables

F.4.1 All materials / hardware required to be delivered under the contract shall be delivered FOB Destination to the following address:

U.S. Army TACOM
ATTN: Eric Hahka
AMSRD-TAR-R, Mail Stop 121
6501 E. 11 Mile Road
Warren, MI 48397-5000

All shipments shall be coordinated with the COR prior to delivery.

*** END OF NARRATIVE F0001 ***

This document 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 these addresses:

<http://farsite.hill.af.mil/VFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-7	252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	SEP/2011

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.

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- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, APl.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

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(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
TBD	TBD	TBD	TBD	TBD

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

F-8 52.242-4022 DELIVERY SCHEDULE SEP/2008
 (TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires delivery to be made according to the delivery schedule in Section J, Exhibit A - Contract Data Requirement List.

(d) Accelerated delivery schedule is acceptable.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply.

[End of Clause]

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS:

G.1.1 The Contractor shall bill to the six-digit Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.1.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which six-digit SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.1.3. To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G Contract Administration Data. The first digit of the JON represents the fiscal year.

G.2 DFAS: SPECIAL PAYMENT INSTRUCTIONS:

G.2.1 DFAS will make payments as billed by the contractor.

*** END OF NARRATIVE G0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016	COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Eric Hahka
E-mail: eric.e.hahka.civ@mail.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: TBD
E-mail: TBD

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2012
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf

[End of Clause]

G-3	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the

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- 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 OPTION

H.1.1 The contracting officer has a unilateral right to exercise Option 1 for a price not to exceed the amount specified in CLIN 0003. If Option 1 is exercised, the contractor will perform the work specified in paragraphs C.4 and C.5, and their subdivisions, in the statement of work hereof. The contracting officer may exercise Option 1 in whole or in part, and in one or more increments, at any time within 12 months after the date of contract award. If exercised, the option period of performance shall be for no more than 6 months from the option exercise date. The parties understand and agree that although Option 1 may be exercised at any time within 12 months after the date of contract award, performance of Option 1 cannot begin until the extinguisher prototype has been completed.

H.2 SERVICES TO BE PERFORMED

H.2.1 The parties to this contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DoD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Governmental functions. Appropriate Agency control of the work product may be preserved to ensure that the contractor's performance of permissible services does not approach being an inherently Governmental function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

H.2.2 Contract personnel rendering the services under this contract are not subject, by the contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The contractor agrees to refrain from any activity that will make their personnel appear, in effect, Government Employees. All documents or reports produced by contractors are to be suitably marked as contractor products.

H.2.3 The contractor shall not be reimbursed for any work that is outside the Scope of Work as set forth in the contract.

H.3 GOVERNMENT-FURNISHED EQUIPMENT (GFE)

H.3.1 The Government may furnish such items of Government-owned equipment as deemed necessary by the COR to assist the contractor in the performance of the contract requirements.

H.3.2 Upon completion of the contract, or in the event of the termination of the contract, either partial or complete, all Government-owned equipment, including both equipment furnished to the contractor and equipment acquired by the contractor on the account of the Government, which will have become surplus or excess to any remaining contract requirements, shall be reported immediately by the contractor to the Contracting Officer at the US Army Contracting Command, Army Contracting Command-Warren, ATTN: John Hopfner, CCTA-ASG-B, Warren, MI 48397-5000 for redistribution, shipping instructions, release for disposal, or other actions.

H.3.3 Specific Government-Furnished Equipment to be provided to the contractor is as follows:

<u>ITEM</u>	<u>QTY</u>	<u>SERIAL NO.</u>	<u>ACQUISITION VALUE</u>
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No Government-furnished equipment (GFE) currently planned to be provided

The delivery date of the GFE shall be established and mutually agreed upon by both parties at the Start of Work Meeting.

*** 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

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

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

Warren: *HYPERLINK

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

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

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

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

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

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

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at *HYPERLINK

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

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

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

H-3 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS AUG/2010

(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250) is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) E-mail DAMI_DD250@conus.army.mil

(2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

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

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<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	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-27	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-29	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-30	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-31	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-32	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-36	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-39	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-11	EXTRAS	APR/1984
I-44	52.232-17	INTEREST	OCT/2010
I-45	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-46	52.232-25	PROMPT PAYMENT	OCT/2008
I-47	52.233-1	DISPUTES	JUL/2002

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I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-52	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-53	52.245-9	USE AND CHARGES	APR/2012
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-56	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-57	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-58	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-59	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-60	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-61	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-63	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-64	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-65	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-66	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-67	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-68	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-69	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-70	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-71	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-72	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-73	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
I-74	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-75	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-76	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-77	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-79	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-80	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-81	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-82	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-83	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-84	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-85	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-86	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-87	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-88	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-89	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-90	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-91	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-92	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-93	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-94	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-95	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-96	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-97	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-98	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-99	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-100	252.246-7001	WARRANTY OF DATA	DEC/1991
I-101	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-102	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002

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I-103	52.243-7	NOTIFICATION OF CHANGES	APR/1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

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

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

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

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

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

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

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

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

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

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

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

(d) Government response. The Contracting Officer shall promptly, within fifteen (15) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

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

(2) Countermand any communication regarded as a change;

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

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

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(e) Equitable adjustments.

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

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

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

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

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

(End of Clause)

I-104 52.217-4009 OPTION TO EXTEND THE TERM OF THE CONTRACT JUN/2005
 (TACOM)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days before the end of the last ordering year.

(b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

[End of Clause]

I-105 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION 2012-00015) AUG/2012
 (DEV 2012-
 00015)

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

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

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

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

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

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

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

"Registered in the SAM database" means that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) Reserved.

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting

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

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

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of subpart 42.12 of the FAR; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

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

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

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

(End of Clause)

I-106 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of Clause)

Name of Offeror or Contractor:

I-107 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

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

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

___ Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

(End of clause)

I-108

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

(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.

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(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-109 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

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

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

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

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

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

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

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(End of Clause)

I-110 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-111 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV AUG/2012
 (DEV 2012- 2012-00014)
 00014)

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

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I-112 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-113 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by

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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]

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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	CDRLS			

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Name of Offeror or Contractor:

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

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VDFDARA.HTM or http://farsite.hill.af.mil/VFAFARA.HTM

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<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	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	SEP/2010
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999

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

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

(End of Provision)

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

(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;

(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

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(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 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
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(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	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985
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(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

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

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

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

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

[End of Provision]

K-12	52.215-4010 (TACOM)	AUTHORIZED NEGOTIATORS	JUN/2008
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Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

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Name of Offeror or Contractor:

NAME

TITLE

TELEPHONE NUMBER

[End of Provision]

K-13 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-14 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 that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

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Name of Offeror or Contractor:

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL PROPOSAL INFORMATION:

L.1.1 Subject to paragraph (c), the Submission, Modification, Revision and Withdrawal paragraph of FAR 52.215-1 "Instructions to Offerors Competitive Acquisition," contained elsewhere in Section L of this RFP, the proposal 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 RFP sets forth the evaluation criteria and delineates the Factors to be evaluated and their relative order of importance. The Offeror's proposal, as specified by this section shall be evaluated as set forth in Section M of this RFP.

L.1.2 Offeror shall submit its proposal in electronic rather than paper format, to include (i) all proposal volumes as specified in L.2.1, and (ii) any supplemental information (such as spreadsheets, backup data, and technical information) using the following requirements:

L.1.2.1 Files shall be furnished in either Microsoft: Word, Excel, or PowerPoint. All Microsoft files shall be 2003/2007 compatible unless otherwise indicated.

L.1.2.2 Spreadsheets shall be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable for spreadsheets. Accordingly, any proposal submitted that does not provide spreadsheets created in Excel, or that includes Excel spreadsheets in print-image format, or that includes Excel spreadsheets that do not provide Government reviewers access to all formulae and macros, may be rejected by the Government.

L.1.2.3 Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch (per L.1.2.2 above, PDF format is not acceptable for spreadsheets).

L.1.2.4 Hyperlinks. Documents must not contain active links to live Internet sites or pages. All linked information must link only to other pages or documents that are contained within the electronic offer, so that they are accessible offline. Links between proposal volumes are only acceptable if they work properly when linked to other pages or documents that are contained within the electronic offer, so that they are accessible offline.

L.1.2.5 Font size shall be no smaller than 10.

L.1.3 If any portion of a proposal received by the contracting officer electronically is unreadable, the contracting officer will immediately notify the Offeror. The offeror will be permitted to resubmit a legible version of the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the offeror. The resubmission will be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under FAR 15.208
<http://farsite.hill.af.mil/reghtml/reggs/far2afmcfars/fardfars/far/15.htm>.

L.1.4 Offerors shall make every effort to ensure that their electronic offer is submitted free of viruses and other malware. Offers (or portions thereof) submitted which reflect the presence of a virus or other malware, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" and handled as described in L.1.3 above.

L.1.5 The Government will evaluate only electronic versions of proposals submitted in response to this solicitation: paper copies are not requested and will not be evaluated if submitted. Accordingly, any proposal submitted in response to this solicitation that is provided only in the form of paper copies will not be considered for award. If a proposal is submitted in both electronic and paper form, only the electronic version will be evaluated. The paper version will not be used or considered.

L.1.6 Offerors are advised that Government support contractors (GSCs) that are employees of Booz Allen Hamilton and Alion Science and Technology Corp (information identified below) may serve as evaluators in, or provide support to, the source selection process.

L.1.6.1 The individuals employed by GSCs will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. The GSCs are expressly prohibited from competing on the subject acquisition. In accomplishing their duties related to the source selection process, the GSCs may require access to proprietary information contained in the offeror's proposal. To expedite the evaluation process, each offeror must contact the GSCs to effect execution of an agreement referenced below prior to the submission of proposals. Pursuant to FAR Part 9.505-4, the GSCs must execute an agreement with each offeror that states that they will (1) protect the offeror's information from unauthorized use or disclosure for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished.

L.1.6.2 By 16 November 2012, offerors shall submit to the Government the agreements that have been executed with the below listed GSCs as of that date and identify those GSCs where discussions are still ongoing, including an estimated date of completion. Offerors shall provide a list of any issues associated with executing agreements with the GSCs. These documents shall be sent to the Contracting Officer via electronic mail to john.m.hopfner.civ@mail.mil or via postal mail to John Hopfner, Contracting Officer, US Army TACOM (Attn: CCTA-ASG-B), 6501 E. Eleven Mile Road, Mailstop 322, Warren, MI 48397-5000. The executed agreements shall be submitted with offerors proposal. If an offeror feels they will not be able to reach an agreement with any of the listed GSCs below they shall immediately

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notify the Contracting Officer via electronic mail at john.m.hopfner.civ@mail.mil.

L.1.6.3 The contact information for the GSCs identified above is the following:

Booz Allen Hamilton
Columbia Center II
101 West Big Beaver Road
Suite 505
Troy, MI 48084
POC: Phil Wills, (248)680-3539

Alion Science and Technology Corp
31201 Chicago Road South
Suite B302
Warren, MI 48093
POC: Joel King, (586)765-1348

L.2 PROPOSAL PREPARATION INSTRUCTIONS

L.2.1 The proposal, in response to this solicitation, shall be submitted under a cover letter in four separate volumes as set forth below. The solicitation Section M sets forth evaluation criteria, factors, and their relative order of importance to the Government. All proposal information must be in the English language. Each volume shall have numbered pages and include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Offerors are not authorized to include in the proposal citations for or linkages to websites. Offers shall be submitted in the following volumes:

L.2.1.1 Cover Letter

L.2.1.2 Volume I (Factor 1): Experience

L.2.1.3 Volume II (Factor 2): Technical

L.2.1.4 Volume III (Factor 3): Cost/Price

L.2.1.5 Volume IV Proposal Terms and Conditions Volume, as explained in paragraph L.7 below

L.3 PROPOSAL SUBMISSION

L.3.1 Offerors are required to submit proposals electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS) in accordance with FAR Clause 52.204-4016 ACC-Warren Electronic Contracting. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

L.3.1.2 All or None. Offers in response to this solicitation must be submitted for all the requirements identified in the solicitation. Offers submitted for less than all the requirements called for by this solicitation may be rejected.

L.3.1.3 Note to Offerors. Please be mindful of the solicitation closing date and time set forth on the cover page of the solicitation or most recent amendment. It is the Offeror's responsibility to assure its proposal is received by the date and time specified. In accordance with FAR 15.208, if your proposal is not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI BRS) by the exact date and time specified, it will be determined late. Proposal, as the term is used here, means ALL volumes and parts of the complete proposal.

L.3.2 Offeror's proposal shall be accompanied by an electronic cover letter (letter of transmittal) which shall be limited to one page and shall identify (i) the solicitation number and (ii) all enclosures being transmitted to ASFI BRS.

L.3.3 Offerors may submit pre-proposal questions at any point from the solicitation release date until the cut-off date and time given here.

L.3.3.1 All such questions must be submitted in writing and e-mailed to the buyer, Angela Hernandez at angela.c.hernandez6.civ@mail.mil.

L.3.3.2 All questions and all other correspondence related to this solicitation shall reference the solicitation number W56HZV-13-R-0070 in the email subject line.

L.3.3.3 The cut-off date and time for receipt of Pre-Proposal Offeror Questions is 09 November 2012, 1:00PM, local time (Eastern Time),

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Warren, MI.

L.3.3.4 Questions received after the specified date and time may not be evaluated or answered, so offerors are urged to review the solicitation promptly in order to formulate and submit questions prior to the specified cut-off date and time.

L.3.3.5 Offerors are required to submit proposals by the closing date and time whether questions have been answered or not.

L.3.4 Since the solicitation and associated information are posted on the FEDBIZOPPS website, the Government will post amendments to the solicitation on that website. Answers to any industry-generated questions will be posted on the following website
<http://contracting.tacom.army.mil/majorsys/cbmpp/cbmpp.htm>

Offerors are responsible for periodically reviewing both websites for the most current information pertaining to this solicitation.

L.3.5 Alternate Proposals. Offerors may submit multiple alternate proposals with differing approaches to meeting the scope of work requirements. The Government will separately evaluate each alternate proposal received. Any offeror electing to submit more than one proposal shall adhere to the following requirements:

L.3.5.1 The offeror must produce each alternate proposal as a separate set of proposal volumes in accordance with paragraph L.2 above, with each page of each set being clearly labeled and identified (basic proposal, first alternate proposal, etc).

L.3.5.2 The offeror's basic proposal and each alternate proposal shall be complete so as to stand on its own, without dependency on, or reference to, any other proposal or alternate proposal.

L.3.5.3 The complete basic proposal and each complete alternate proposal, if any, must be submitted timely to the ASFI Bid Response System, as per paragraph L.3.1 above.

L.4 Experience Volume (Factor 1)

The offeror's Experience proposal shall include of the following:

L.4.1 The Offeror shall identify a grand total of no more than three (3) Contracts/Delivery or Task Orders, as performed by the Offeror itself or by the Offeror's proposed material or service suppliers/subcontractors, which are the most recent and relevant to the scopes of work specified in paragraphs L.4.3.1 - L.4.3.3 below.

L.4.2 Recent Contracts. Recent Contracts/Orders are those performed within approximately three years of the date of issuance of this RFP.

L.4.3 Relevant Contracts. Relevant Contracts/Orders or work directives are those which, as described below, are comparable in scope to RFP requirements. Where prior relevant experience is under a broader Blanket Purchase Agreement (BPA) or Indefinite Delivery Indefinite Quantity (IDIQ)-type contract, do not just cite the broader BPA or IDIQ Contract. Rather, include the specific individual work directives/ task orders which you consider to be reflective of relevant prior experience. In accordance with section L.4.1 above, each prior Contract/Order identified by the Offeror as being applicable, shall be evaluated based upon the extent to which prior experience is relevant to RFP requirements.

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

The Offeror shall provide information about the Prime Offeror's Government and commercial contracts for Automatic Fire Extinguishing System (AFES) extinguishers which demonstrate recent and relevant experience with the following requirements:

L.4.3.1 Supply of vehicle crew AFES extinguishers that (a) are currently being tested by the Army; or (b) have been installed on fielded Army systems.

L.4.3.2 Supply of items conforming to military vehicle Electromagnetic Interference (EMI) requirements (MIL-STD-464A & MIL-STD-461F).

L.4.3.3 Supply of items conforming to the Human Engineering Standard MIL-STD-1472.

L.4.4 For each of the up to three (3) recent/relevant contracts/task orders identified, the Offeror shall provide the following:

(a) Contract Number

(b) Contract type

(c) Contract performance period

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(d) Government or commercial contracting activity address, telephone number, and E-mail address

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

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

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

(h) Copies of all Scope of Work paragraphs of the contracts/orders reflecting Experience which is relevant to the considerations cited above in paragraphs L.4.3.1 - L.4.3.3

(i) A discussion of specific similarities between these contract scopes of work and the scope in Section C/Purchase Description herein.

Failure to provide the information requested under paragraph L.4.4(a-i), particularly paragraphs (a - c) and (h)), so that the Government can evaluate the recency and relevance of claimed experience, may result in an assessment that prior experience lacks relevance or recency.

L.5 Technical Volume (Factor 2)

Under the Technical Factor, the Government will assess the following 5 considerations:

Element	Paragraph	Requirement	Threshold	Objective
1	C.5.4.1	Valve Configuration	Side only discharge	Side & bottom discharge
2	C.5.10	Weight	23 lbs	18 lbs
3	C.5.17.1	Current Draw	10 Amps	3.5 Amps
4	C.5.7	Leakage Rate	0.1 Ounce/Year	0.0 Ounce/Year
5	C.5.1	Discharge	Electrical	Mechanical & Electrical

L.5.1 For the above five (5) considerations, the offeror's Technical Factor proposal shall include the following:

L.5.1.1 For the Valve Configuration requirement in C.5.4.1, the Offeror shall:

(a) Identify its proposed performance level (Threshold; Objective), and

(b) describe its proposed Extinguisher Valve configuration to achieve the proposed level of performance. At a minimum, include level II design drawings, per American Society of Mechanical Engineers (ASME) Y14.100 with appropriate cut-away views, for the valve configuration and discharge design, identify proposed components, and provide supporting component literature and a narrative or other information substantiating that the offeror's approach will meet the proposed performance level.

L.5.1.2 For the Weight requirement in C.5.10, the Offeror shall:

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

(b) provide the precise weight for each component item comprised in your fire extinguisher design, including attachment hardware. Also provide supporting information for how weights were calculated or established. Weight is for a fully-charged and operational extinguisher cylinder.

L.5.1.3 For the Current Draw requirement in C.5.17.1, the Offeror shall:

(a) Identify its proposed performance level based on amperage at 24V DC (Threshold; Objective; Achievement between Threshold and Objective - provide the exact performance level if between Threshold and Objective), and

(b) provide a description of the current draw technical approach, including proposed components with supporting commercial literature and other evidence substantiating achievement of the offeror's proposed current draw performance level. Evidence shall include the current draw for each electronically-activated component.

L.5.1.4 For the Leakage Rate requirement in C.5.7, the Offeror shall:

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

(b) provide a description of the leakage rate technical approach, including proposed components with supporting commercial literature, and other evidence substantiating achievement of the offeror's proposed leakage rate performance level. The offeror shall identify all

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potential leakage paths and the sealing methodology for each of the identified leakage paths.

L.5.1.5 For the Discharge Activation requirement in C.5.1, the Offeror shall:

(a) Identify its proposed performance level (Threshold; Objective), and

(b) provide a description of the discharge activation technical approach, including method of discharge, proposed components with supporting commercial literature, and other evidence substantiating achievement of the offeror's proposed discharge activation approach.

L.6 Price Volume (Factor 3)

L.6.1 The Price volume shall include the Offeror's total proposed price for CLINs (0001 - 0003) as identified in Section B of the proposal.

L.6.2 The Offerors shall provide the basis for establishing the proposed price for CLINs (0001 - 0003), including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. Catalog and/or price lists for commercial items can be provided as a basis to support direct materials such as purchased finished components.

L.6.3 In support of the Price Reasonableness determination, the Offeror shall provide the Offeror's proposed direct costs relative to the proposed price, on a "CLIN-by-CLIN" basis (0001 - 0003). The cost breakdown shall include the following cost element information:

L.6.3.1 Direct labor hours. The Offeror shall include, for each CLIN, the total proposed direct labor hours and direct labor hours broken down by proposed labor category.

L.6.3.2 Direct Labor Rates. The Offeror shall include, for each CLIN, the proposed direct labor rate for each proposed labor hour category.

L.6.3.3 Direct Labor cost for each CLIN (total dollar amount for wages and salaries only, with no fringe benefits or overhead).

L.6.3.4 Direct Material cost. The Offeror shall provide, for each CLIN, the direct material cost (for the top five material cost items, list by material name, vendor and dollar amount).

L.6.3.5 Cost for Subcontracted Services/Efforts. The Offeror shall provide an itemized list, for each CLIN, of subcontracted services/efforts over \$10,000 to include the subcontractor name, subcontract price, and the Offeror's narrative description of each subcontractor's effort.

L.6.3.6 Any other direct costs, for each CLIN, over \$5,000 (itemized by name/kind of other direct cost, supplier and dollar amount).

L.6.4 In addition to the "by-CLIN" breakout specified in L.6.3 above, also provide a composite cost element breakdown of all CLINs combined (Base and Option CLINs) as follows:

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

L.6.5 Exchange Rate Information. All price information shall be stated in United States (U.S.) dollars only, for both the prime contractor and any potential subcontractors. If the basis for the proposal is any other currency, the Offeror shall:

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

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

L.6.6 In addition to the above information, the Government reserves the right to request additional or more detailed price breakdown data to support its determination of price reasonableness.

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L.7 Proposal Terms and Conditions Volume

In this volume the offeror--

L.7.1 Shall include a scanned image of a signed copy of the SF33 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Fill-in blocks that offeror must complete on the SF 33 prior to signing and scanning it include blocks 12, 13, 15A, 15B, 16, 17, and 18.

L.7.2 Shall include one copy of this solicitation (Sections A-K) with all fill-ins completed. Online Representations and Certifications Application (ORCA) certifications need not be separately submitted; however, in this event, please include a statement in Proposal Volume I indicating that an up-to-date set of reps and certs is complete in ORCA.

L.7.3 Shall include an affirmative statement that the offeror proposes to meet or comply with all the requirements of RFP Section C (SOW) as well as all solicitation clauses, Attachments and Appendices.

L.7.4 Shall include a statement specifying agreement with all terms, conditions, and provisions included in the solicitation or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process, before initial evaluation. If an offeror should take any exceptions to the solicitation terms, conditions, or provisions the offeror shall contact the Contracting Officer via e-mail before submitting their proposal. Submit your request through Contract Specialist, Angela Hernandez at angela.c.hernandez6.civ@mail.mil.

L.7.5 Shall identify whether an Organizational Conflict of Interest (OCI) exists or the potential of an OCI may exist during the period of performance of this contract. Contractor is required to document its proposed mitigation plan in accordance with POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (OCI) FOR PROPOSED CONTRACT located in Narrative L.8 of this solicitation.

L.8 Organizational Conflict of Interest (OCI)

L.8.1 The provisions of FAR 9.5, Organizational Conflict of Interest (OCOI), apply to any award under this solicitation. Accordingly, potential Offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where, if they were to be selected for award of this proposed contract, they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government related programs.

L.8.2 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 assess both the potential OCI and the Offerors proposed strategy to negate or mitigate the OCI.

*** END OF NARRATIVE L0001 ***

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

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

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	FEB/2012
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	252.215-7008	ONLY ONE OFFER	JUN/2012
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-8 52.216-1 TYPE OF CONTRACT APR/1984

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

(End of Provision)

L-9 52.233-2 SERVICE OF PROTEST SEP/2006

(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-10 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUG/1998

(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-11 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) JAN/2006

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

(1) ASSIST (<http://assist.daps.dla.mil/>)(2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)

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(3) ASSISTdocs.com (<http://assistdocs.com>).

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

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-12 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

L-13 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

L-14 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
(TACOM) (NEGOTIATED)

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

(b) Definitions:

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

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

(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.

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

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

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

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

[End of Provision]

L-15 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

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

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

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

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

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

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

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

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

[End of Provision]

L-16 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

Name of Offeror or Contractor:

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-17

52.233-4001

HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

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

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

(c) Election of Forum:

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

(d) Protest Decision Authority:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

(g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:
Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

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

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

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

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

(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-18 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL MAR/1996
 (TACOM) TOOLING

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

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

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

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(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 of Award

M.1.1 It is the Government's intent to make up to eight (8) contract awards as a result of this solicitation. The Government will select for award the proposal or proposals representing the best value to the Government as described below. However, the Government reserves the right to make only one award or no award as a result of this solicitation if, upon evaluation, none of the proposals are deemed to meet the Government's requirements at an acceptable level of risk or at an acceptable cost. The evaluation of proposals submitted in response to this solicitation will be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government.

There are three evaluation factors: (1) Experience, (2) Technical, and (3) Price. The relative order of importance is set forth in M.5 below.

M.1.2 Importance of Price. The best value to the Government may not be the Offeror(s) with the lowest evaluated price(s). However, the closer the Offeror's evaluations are in those factors other than price, the more important price becomes in the decision.

Notwithstanding the relative order of importance of the three evaluation factors stated herein, price may be controlling when:

- a) proposals are otherwise considered approximately equal in the non-price factors; or
- b) an otherwise superior proposal is unaffordable; or
- c) the advantages of a higher rated, higher price proposal are not considered to be worth the price premium.

M.1.3 The objective of this acquisition is to acquire and test multiple diverse extinguisher solutions in the interest of identifying, and offering to TACOM LCMC managers of individual and currently fielded tracked/wheeled vehicle systems, replacement solutions for existing in-vehicle AFES systems. Superior candidates as replacement extinguisher solutions would (1) maintain or improve extinguisher performance (including reliability) and (2) reduce the overall logistic footprint of the Army fire suppression capability (NOTE: Offerors are directed to the "Program Intent" Paragraph of the Executive Summary, in RFP Section A, for more information). To achieve this objective, and under the circumstances described below, multiple awards to affordable proposals with diverse technical solutions, may be made by the Government as follows:

M.1.3.1 Technical Diversity.

Technical diversity of solutions may play a deciding role in selecting proposals for multiple awards. For example, one or more highly rated proposals, which are similar to each other in their technical solutions, may not be selected in favor of other lower rated, but dissimilar proposals, to achieve diversity of technical solutions and better achieve program objectives. When proposals are evaluated in the non-Price factors as essentially equal, Price to the Government may be controlling in determining the successful offerors, subject to technical diversity and affordability.

M.1.3.2 Affordability.

The total pool of available (base year) funding for use in making up to eight (8) contracts is as follows:

\$1.46M

As cited in M.5 of this RFP, the non-Price Factors, when combined, are significantly more important than the Price Factor. However, in selecting proposals for award, no proposal or combination of proposals, no matter how highly rated, will be considered for award if unaffordable and may be rejected pursuant to M.2 below. Additionally, the selection of proposal(s) for award may be further influenced by affordability where multiple awards, to affordable proposals other than the most highly rated proposal(s), may provide the greatest diversity of solutions, within funding affordability, to achieve overall program objectives. Proposals that require funding in advance of contract award will not be considered for award.

M.1.3.2.1 Proposals having cumulative CLIN prices in excess of \$300,000, for the base effort (excluding the option), will be considered unaffordable and will not be considered for award.

M.2 Rejection of Offers. The Government may reject any proposal which:

- a) Fails to provide a complete technical proposal.
- b) 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 without support and elaboration as specified in Section L of this RFP; or
- c) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- d) Contains any unexplained significant inconsistency between the proposed effort and Price, which implies that the Offeror has

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- (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- e) Is unbalanced as to Price. An unbalanced offer is one that is based on Prices significantly high or low for one given performance period versus another period. There must be a direct relationship between the effort expended and its Price; or
 - f) Fails to meaningfully respond to the RFPs Proposal Instructions specified in Section L of this RFP; or
 - g) Offers a product or service that does not meet all stated requirements of the RFP; or
 - h) Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or
 - i) Is unaffordable where, per M.1.3.1, the proposal has cumulative CLIN prices in excess of \$300,000 for the base effort (excluding the option).

M.3 Evaluation and Source Selection Process

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

M.3.2 Evaluation. The evaluation of proposals submitted in response to this RFP shall be conducted on a source selection basis utilizing a trade-off process to obtain the best value to the Government. As part of the evaluation, the Government will assess strengths, weaknesses and relative risks of each proposal to select the most advantageous offer(s) representing the best overall value to the Government.

M.3.2.1 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror(s) for contract award.

M.3.2.2 Source Selection Evaluation Board (SSEB). A SSEB has been established by the Government to evaluate proposals in response to this RFP. The SSEB consists of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this RFP. Careful, full and impartial consideration will be given to all proposals received pursuant to this RFP.

M.3.2.3 Award without Discussions. In accordance with FAR 52.212-1 (g), the Government intends to evaluate proposals and award one or more contracts without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be 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.4 Determination of Responsibility. Per FAR 9.103, contracts will be awarded only to Contractors that the Contracting Officer determines to be responsible. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their Significant Subcontractors) to aid the PCO in the evaluation of each Offeror's proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined non-responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- a) Arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- b) Ask you to provide technical, production, quality, financial and/or managerial background information. If you do not 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 non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

M.5 Evaluation Criteria. To determine the best value, the Government will evaluate the following factors: Experience, Technical, and Price. Experience is equal in importance to Technical. Technical is significantly more important than Price. The non-price factors, when combined, are significantly more important than Price.

M.5.1 - Experience Factor (reference the proposal information submitted in response to L.4).

The Government will assess the expectation/likelihood that the offeror will successfully perform the required effort.

M.5.1.1 This assessment will result in the application of a Confidence Rating which will be based upon the extent to which recent prior experience is relevant to the following solicitation requirements:

M.5.1.1.1 Supply of vehicle crew AFES extinguishers that are (a) currently being tested by the Army; or (b) have been installed on fielded Army systems.

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M.5.1.1.2 Supply of items conforming to military vehicle Electromagnetic Interference (EMI) requirements (MIL-STD-464A & MIL-STD-461F).

M.5.1.1.3 Supply of items conforming to the Human Engineering Standard MIL-STD-1472.

M.5.1.2 Even where the offeror's proposal identifies experience for either itself or any subcontractor, the Government will consider whether the benefits of this experience will ever be employed/realized should the offeror subsequently be awarded a contract. Accordingly, any prime or subcontractor experience which is identified in the offeror's Experience Factor proposal, but where the offeror's proposal under the Price Factor does not clearly support that this experience is intended to be used by the offeror during contract performance, will be discounted in whole or in part.

M.5.1.3 An offeror's failure to provide any experience for the experience considerations cited under L.4.2 will be interpreted by the Government as a representation by the offeror that no recent and relevant experience data exists with respect to such considerations and the offeror will be assessed by the Government with a lower confidence rating.

M.5.2 Technical Factor - The Government will assess the Offeror's proposed Performance, relative to the five (5) considerations listed in M.5.2.1, as follows:

(a) where the requirements listed in M.5.2.1 identify objectives, the Government will assess the extent to which the Offeror's proposed performance levels credibly satisfy the objective performance levels.

and

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

M.5.2.1 The following five (5) requirements will be evaluated under the Technical Factor:

Element	Paragraph	Requirement	Threshold	Objective
1	C.5.4.1	Valve Configuration	Side only discharge	Side & bottom discharge
2	C.5.10	Weight	23 lbs	18 lbs
3	C.5.17.1	Current Draw	10 Amps	3.5 Amps
4	C.5.7	Leakage Rate	0.1 Ounce/Year	0.0 Ounce/Year
5	C.5.1	Discharge	Electrical	Mechanical & Electrical

M.5.2.2 Evaluation of Objective Performance. The Government will evaluate the extent to which the Offeror credibly proposes to achieve the objective performance levels, as identified in M.5.2.1 as follows:

(a) For the Consideration of Valve Configuration, proposals will be assessed as more advantageous where the proposal credibly achieves the Valve Configuration performance objective.

(b) For the Consideration of Weight, proposals will be assessed as progressively more advantageous the greater the extent to which the proposal credibly achieves the Weight objective requirement.

(c) For the Consideration of Current Draw, proposals will be assessed as progressively more advantageous the greater the extent to which the proposal credibly achieves the Current Draw objective to activate and discharge an extinguisher.

(d) For the Consideration of Leakage Rate as it relates to the proposed sealing method, proposals will be assessed as progressively more advantageous the greater the extent to which the proposal credibly achieves the Leakage Rate objective. A highly advantageous solution will allow for hermetically designed seals with no leakage.

(e) For the Consideration of Discharge Activation, proposals will be assessed as more advantageous where the proposal credibly achieves the Discharge Activation performance objective.

M.5.2.2.1 If the Government evaluation shows that an Offeror has demonstrated, in accordance with Section M evaluation criteria, that it is likely to achieve an objective performance level, in whole or in part (to the benefit of the Government), it shall be noted as a Factor strength. Strengths may also result in an increase in the assigned rating for the Factor.

M.5.2.2.2 If Government evaluation of the proposal indicates achievement of the proposed objective performance level is likely, at moderate risk or lower, the proposed level of objective performance will be included in any resulting contract. In the event an Offeror does not agree to incorporate the proposed Objective level of performance into the resulting contract, the Offeror will not be credited, in whole or in part, with their achievement of the Objective Performance Level.

M.5.2.2.3 For the objectives cited in M.5.2.2(b-d) and where the offeror proposes performance between the threshold level of performance and the objective level of performance, a proportional credit may be given to the extent that the proposed level of

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performance (a) is achievable at moderate, or lower, risk, and (b) benefits the Government.

M.5.2.2.4 To receive Objective Performance evaluation credit under any of the objectives cited in M.5.2.2, the Offeror's proposal must demonstrate to the Government that the proposed Objective Performance level is achievable at moderate, or lower, risk and benefits the Government. Proposed achievement of an Objective Performance level will be assessed as Moderate Risk where the proposed approach provides a solution that is moderate risk and is likely to result in achievement of the proposed objective Performance level. Where the Objective performance level is evaluated as having risk higher than moderate risk for achieving proposed performance, no additional evaluation credit shall be given, nor shall such a proposal be considered a proposal strength or to have benefit to the Government.

M.5.3 Price Factor

M.5.3.1 The Price Factor evaluation will assess the total evaluated Price to the Government and for each offeror. The total evaluated Price will include the sum of all CLINs (base and options) as included and priced in Schedule B of the RFP.

M.5.3.2 Reasonableness: The Government will evaluate the reasonableness of the Offeror's proposed prices, to include profit. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Government may not evaluate proposals that are considered unrealistic or unreasonable as to price.

M.5.3.3 The total evaluated price will be used in the trade-off evaluation.

*** END OF NARRATIVE M0001 ***

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

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

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM: Scientific and Technical Reports
3. SUBTITLE: Preliminary & Final Reports
4. AUTHORITY (Dt of Acq Document No.): DI-MISC-80711A
5. CONTRACT REFERENCE: C.6.2, C.6.2.1, and C.6.2.9
6. REQUIRING OFFICE: RDECOM-TAR-RTI-GSS
7. DD250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: B
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: 205 DAC
13. DATE OF SUBS.SUB: See Block 16
14. DISTRIBUTION: SUBMIT REPORTS ELECTRONICALLY TO THE EMAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Eric Hahka, COR, Email: eric.e.hahka.civ@mail.mil
Steve McCormick, Email: Steven.J.Mccormick.civ@mail.mil

15. TOTAL: One copy to each addressee listed in block 14.

16. REMARKS:

- A) MTBF and DFMEA Report, Maintenance Procedures, Life Cycle Cost Analysis, Procurement Cost Reduction, Objective Requirements Study Interface, Control Drawing(s), and Qualification Test Report: Preliminary Reports due to COR NLT 205 days post test.
- B) MTBF and DFMEA Report, Maintenance Procedures, Life Cycle Cost Analysis, Procurement Cost Reduction, Objective Requirements Study Interface, Control Drawing(s), and Qualification Test Report: Final Reports due to COR NLT 360 days after delivery of final hardware.
- BLK 9 - Distribution statement shall be used as appropriate for the level of data presented.
- C) Complete the reports IAW DI-MISC-80711A, "Scientific & Technical Reports. The COR is responsible for accepting or rejecting the preliminary and final reports. See the DID DI-MISC-80711A, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil>. If this link does not work, go to: http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm and insert the authority reference in item 4 above in the Document ID box and submit.

1. DATA ITEM NO.: A002
2. TITLE OF DATA ITEM: Status Report
3. SUBTITLE: Monthly Status Report
4. AUTHORITY (Dt of Acq Document No.): DI-MGMT-80368A
5. CONTRACT REFERENCE: C.6.2.3
6. REQUIRING OFFICE: RDECOM-TAR-RTI-GSS
7. DD250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: B
10. FREQUENCY: Monthly
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: 30 DAC
13. DATE OF SUBS.SUB: Monthly
14. DISTRIBUTION: SUBMIT REPORTS ELECTRONICALLY TO THE EMAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Eric Hahka, COR, Email: eric.e.hahka.civ@mail.mil
Steve McCormick, Email: Steven.J.Mccormick.civ@mail.mil

15. TOTAL: One copy to each addressee listed in block 14.

16. REMARKS:

- A) A monthly status reports shall be delivered thirty (30) days after contract award. Subsequent reports are required to be delivered monthly.

BLK 9 - Distribution statement shall be used as appropriate for the level of data presented.

B) Complete the reports IAW DI-MGMT-80368A, "Status Reports. The COR is responsible for accepting or rejecting the status reports. See the DID DI-MGMT-80368A, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil>. If this link does not work, go to: http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm and insert the authority reference in item 4 above in the Document ID box and submit.

1. DATA ITEM NO.: A003
2. TITLE OF DATA ITEM: Research and Development Project Summary
3. SUBTITLE: Start of Work Overview Report
4. AUTHORITY (Dt of Acq Document No.): DI-MISC-81612B
5. CONTRACT REFERENCE: C.7.1, and C.8
6. REQUIRING OFFICE: RDECOM-TAR-RTI-GSS
7. DD250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: B
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: 10 DAC
13. DATE OF SUBS.SUB: See Block 16
14. DISTRIBUTION: SUBMIT REPORTS ELECTRONICALLY TO THE EMAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Eric Hahka, COR, Email: eric.e.hahka.civ@mail.mil
Steve McCormick, Email: Steven.J.Mccormick.civ@mail.mil

15. TOTAL: One copy to each addressee listed in block 14.

16. REMARKS:

A) The Contractor shall present and deliver to the COR at the start of work meetings, an overview of its entire contractual effort including: schedule, engineering, logistics planning, and risk management.

B) A Preliminary Design Review (PDR), Critical Design Review (CDR), and Final test configuration shall be called out in the master program schedule and be approved by the COR prior to system fabrication. Location, time, attendees, agenda, and action item lists shall be agreed upon by the Contractor and COR.

C) The Contractor shall develop and submit to the COR at the Start of Work Meeting a Program Schedule, in a mutually agreeable format (e.g., Microsoft Project), that identifies milestones (tests and deliveries) and the processes and parts required to effectively execute this Demonstration Program. The Schedule must be consistent with the applicable deliveries, and the Contractor is also required to provide any updates to the Program Schedule to the COR as soon as they are finalized.

BLK 9 - Distribution statement shall be used as appropriate for the level of data presented.

D) Complete the reports IAW DI-MISC-81612B, "Research and Development Project Summary. The COR is responsible for accepting or rejecting the SOW Overview Report. See the DID DI-MISC-81612B, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil>. If this link does not work, go to: http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm and insert the authority reference in item 4 above in the Document ID box and submit.

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM: Meeting Minutes
3. SUBTITLE: Record of Meeting Minutes Report
4. AUTHORITY (Dt of Acq Document No.): DI-ADMIN-81250A
5. CONTRACT REFERENCE: C.7.2, C.7.3 and C.7.4
6. REQUIRING OFFICE: RDECOM-TAR-RTI-GSS
7. DD250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: B

10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS.SUB: See Block 16

14. DISTRIBUTION: SUBMIT REPORTS ELECTRONICALLY TO THE EMAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Eric Hahka, COR, Email: eric.e.hahka.civ@mail.mil
Steve McCormick, Email: Steven.J.Mccormick.civ@mail.mil

15. TOTAL: One copy to each addressee listed in block 14.

16. REMARKS:

A) The contractor shall deliver meeting minutes to the COR within 10 days after each meeting, including the Start of Work, the Preliminary Design Review, the Critical Design Review, Technical/Program reviews, and weekly progress teleconferences in RAIL (rolling action item list) format.

BLK 9 - Distribution statement shall be used as appropriate for the level of data presented.

B) Complete the reports IAW DI-ADMIN-81250A, "Meeting Minutes. The COR is responsible for accepting or rejecting the meeting minutes. See the DID DI-ADMIN-81250A, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil>. If this link does not work, go to: http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm and insert the authority reference in item 4 above in the Document ID box and submit.

1. DATA ITEM NO.: A005
2. TITLE OF DATA ITEM: Performance and Cost Report
3. SUBTITLE: Weekly Status Reports
4. AUTHORITY (Dt of Acq Document No.): DI-FNCL-80912
5. CONTRACT REFERENCE: C.7.3
6. REQUIRING OFFICE: RDECOM-TAR-RTI-GSS
7. DD250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: B
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS.SUB: See Block 16

14. DISTRIBUTION: SUBMIT REPORTS ELECTRONICALLY TO THE EMAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Eric Hahka, COR, Email: eric.e.hahka.civ@mail.mil
Steve McCormick, Email: Steven.J.Mccormick.civ@mail.mil

15. TOTAL: One copy to each addressee listed in block 14.

16. REMARKS:

A) Weekly status report shall contain an updated Microsoft Project 2007 compatible file showing Contractor status in terms of costs, projected vs. actual schedule and performance.

B) It is recommended that the Contractor use Earned Value Management Guidelines according to EIA-748 - 'Earned Value Management Systems' in preparing the 'Weekly Status Report.'

C) These status reports are required to be provided weekly.

BLK 9 - Distribution statement shall be used as appropriate for the level of data presented.

D) Complete the reports IAW DI-FNCL-80912, "Weekly Status Report. The COR is responsible for accepting or rejecting the weekly reports. See the DID DI-FNCL-80912, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil>. If this link does not work, go to: http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm and insert the

authority reference in item 4 above in the Document ID box and submit.

1. DATA ITEM NO.: A006
2. TITLE OF DATA ITEM: Technical Report-Study/Services
3. SUBTITLE: Trade Study
4. AUTHORITY (Dt of Acq Document No.): DI-MISC-80508B
5. CONTRACT REFERENCE: C.6.2.7
6. REQUIRING OFFICE: RDTA-RS
7. DD250 REQ: NA
8. APP CODE:
9. DIST. STATEMENT REQUIRED: B
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: See Block 16
13. DATE OF SUBS.SUB: See Block 16

14. DISTRIBUTION: SUBMIT REPORTS ELECTRONICALLY TO THE EMAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Eric Hahka, COR, Email: eric.e.hahka.civ@mail.mil
Steve McCormick, Email: Steven.J.Mccormick.civ@mail.mil

15. TOTAL: One copy to each addressee listed in block 14.

16. REMARKS:

- a. The contractor shall prepare and deliver a draft Preliminary Technical Report-Study/Services that addresses the feasibility and costs associated with meeting the objective contract requirements within 180 days after contract award. The preliminary trade study shall be due fifteen (15) days after Government review and approval of the draft.
- b. The contractor shall prepare and deliver a draft Final Technical Report-Study/Services that addresses the feasibility and costs associated with meeting the objective contract requirements within 300 days after contract award. The final trade study shall be due fifteen (15) days after Government review and approval of the draft.
- c. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MISC-80508B, "Technical Report-Study/Services." The COR is responsible for accepting or rejecting the trade studies.