

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page of Pages</b> 1 76
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-13-R-0103	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2012DEC20	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-AB WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time 2013FEB04 (Date).**

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

<b>10. For Information Call:</b>	<b>A. Name</b> DAVID PATTI	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> DAVID.PATTI1@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-8115	<b>Ext.</b>

**11. Table Of Contents**

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	39
X	B	Supplies or Services and Prices/Costs	7	<b>Part III - List Of Documents, Exhibits, And Other Attach.</b>			
X	C	Description/Specs./Work Statement	10	X	J	List of Attachments	49
X	D	Packaging and Marking	20	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	21	X	K	Representations, Certifications, and Other Statements of Offerors	50
X	F	Deliveries or Performance	23				
X	G	Contract Administration Data	33	X	L	Instrs., Conds., and Notices to Offerors	59
X	H	Special Contract Requirements	35	X	M	Evaluation Factors for Award	72

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

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

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

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

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

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

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

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>

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

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

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

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

## EXECUTIVE SUMMARY:

A.1 General Overview

The U.S. Army Contracting Command Warren, along with the Director, System of Systems Integration (SoSI), is soliciting for participants to provide system solutions and non-personal engineering field service support for the Network Integration Evaluation (NIE) exercise. Through what is termed the Agile Process, the Army conducts NIE exercises by bringing together the material, test and user communities in both laboratory and field environments, to evaluate technologies for potential use by the military.

A.2 Network Integration Evaluation

The Network Integration Evaluation is a series of semiannual Army sponsored events in which soldiers perform simulated field environment evaluations of network, hardware/software, communications and command controls of emerging Army programs and technologies. During the evaluations, the NIE TRIAD, comprised of the Brigade Modernization Command (BMC), the Army Test and Evaluation command (ATEC) and the System of Systems Integration (SoSI) Directorate conduct parallel Limited User Tests of several select Army programs of record (PORs). In addition to the POR testing, the evaluation exercise will also assess participants potential developmental and emerging networked capabilities to fill identified Army technology Gaps, to include possible integration with POR equipment. The intent of NIE is to involve industry participation, resources, knowledge, and solutions to fill these identified Capability Gaps. Extensive radio/signal communications testing will be held at laboratories at Aberdeen Proving Ground (APG), MD, while NIE field exercises will be primarily conducted at Ft. Bliss, TX and White Sands Missile Range (WSMR), NM. The purpose of this solicitation, and any resulting contracts, is to use the evaluation exercise to assess mature products from contractors in order to potentially fill technical Capability Gaps in the network. Products will be integrated into the network architecture and then be tested in a robust operational environment. Network and non-network capabilities will be tested in an integrated operational environment to determine whether products perform as needed, conform to the network architecture, and are interoperable with existing Army systems.

A.3 Agile Process

The Army is transforming its current acquisition methods through the Agile Process. The objective is to improve efficiency and effectiveness, reducing the amount of time and resources necessary to respond to rapid changes in Soldier requirements by focusing primarily on meeting identified and prioritized technology Gaps, and integrating emerging technologies through collaboration between industry and Army. The NIE exercise, as part of the Agile Process, will allow industry and Army to work together to maximize efficiency and improve the way technologies are tested and possibly delivered to soldiers by identifying, evaluating, and fielding Army Network and non-network solutions.

The Agile Process is made up of seven acquisition and technical phases that continuously identify Capability Gaps and requirements and candidate capability solutions. The phases include the screening, assessment and selection of solutions to be tested and assessed/evaluated; integration evaluation with field environment testing at Fort Bliss, TX and WSMR, NM; laboratory based risk reduction testing (LBRR); and an acquisition/fielding decision after the conclusion of the NIE event.

A.4 Acquisition and Contracting Approach

Within the Agile acquisition process timeline are three primary acquisition and contracting decision points. These contracting decisions are made based on applying selection criteria provided in the solicitation, Section M, and evaluating the proposal information submitted by the offeror, per Section L. This solicitation asks the offeror to submit information about its Vehicle Tactical router and technical support services, to include prices.

The first Contracting decision will be based on responses to Acceptable/Not Acceptable technical criteria answers, supported by the documentation provided by the offeror. Based on that evaluation, offerors will be selected to bring routers and support personnel to the Black Box testing at APG. See Sections L.4 and M.4. Note that offerors will not receive any remuneration for participation at the APG back box testing. Also note the term offerors is used in this context because no contract award will have been made during this process. It won't be until the second Contracting decision (paragraph that follows) that offerors may be awarded contracts, therefore the terminology then switches to contractors for purposes of clarification.

The second Contracting decision will be based on the validation and verification of router capability from the APG Black Box testing, plus an evaluation of proposed prices for buying additional routers and Field Support Representative (FSR) labor support for use at the NIE test site and the LBRR test site. The total price to be evaluated will include prices for additional routers, software maintenance, and warranty, for other NIE exercises or initial production. This contracting decision, based on a Low Price Technically Acceptable (LPTA) selection approach, will result in the award of up to ten Indefinite Delivery Indefinite Quantity (IDIQ) contracts. Award of multiple contracts is known as a Multiple Award Task Order (MATO) contract arrangement. Each contractor receiving an IDIQ contract award will receive an initial task order on that contract for \$400,000, along with an invitation to attend and perform at NIE and LBRR testing per the Section C Statement of Work (SoW). See Sections C.3, L.4 and M.4.

The third Contracting Decision will be based on a Government evaluation and decision, to acquire additional routers, software maintenance, and warranty, for either initial production or future NIE exercises if a Government decision is made to acquire only one or more types of routers from among the MATO contractors for use at future NIE exercises or for fielding purposes. The evaluation process to be used in these circumstances will be either a Best Value Source Selection or LPTA. See Sections C.4 and H.1. See section H.2 of this RFP in reference to mandatory contractor loan of equipment for NIE.

A.5 Proposal Submission

Offerors must submit electronic copies of the offer in accordance with (IAW) clause 52.204-4016, TACOM-Warren Electronic Contracting and use the ASFI Website. The proposal should be accompanied by an electronic cover letter (letter of Transmittal) which identifies all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. Include all supplemental documentation such as any collateral material (i.e. brochures and catalogs), in the English

**Name of Offeror or Contractor:**

language, in the ASFI upload. The Government reserves the right to reject any offers submitted that contain exceptions. Offerors are requested to carefully review the Proposal Submission Requirements (section L) and Evaluation Criteria (section M), for an understanding of what to submit and how it will be evaluated.

**A.6 Responsibility**

In order for the U.S. Government to determine that the Offerors are responsible and competent to perform on the contract, Offerors will have to ensure that they are in compliance with the standards listed in FAR 9.104. The U.S. Government may obtain certain information by exercising rights under FAR 9.105. Furthermore, contractors must be registered in Central Contractor Registration (CCR) and Online Representations and Certifications Application (ORCA) prior to award.

**A.7 Standards of Conduct - Improper Business Practices**

Corruption or any other improper business practices related to this solicitation and any resulting contract will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontracts, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of this contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR, DFARS, AFARS clauses incorporated into this solicitation and any resultant contract.

**A.8 Required Notice to Subcontractors**

If awarded an IDIQ contract as a result of this solicitation, or awarded any Task Order as a result of this solicitation or subsequent task order competition, you must advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The rating can be found next to Block 1 on the first line of the Standard Form 33.

**A.9 Data Item Descriptions**

The data item descriptions referenced within the Contract Data Requirements List (CDRL) at Section J of this solicitation may be located at the following web site: \_

<https://assist.dla.mil/online/start/>

**A.10 Section H Special Provisions**

Be aware of the Special Provisions in Section H of this solicitation, and any resultant contracts, regarding the award of task orders beyond those initially awarded as a result of this solicitation. These provisions cover topics such as the Governments flexibility in identifying the terms and conditions for each task order, the procedures for soliciting and awarding task orders, Quality Assurance Surveillance Plans, and contractor participation in the Contractor Performance Assessment Reporting System.

**A.11 Section L, Proposal Preparation, Format and Quality Instructions, and Section M, Basis for Award**

Section L of this solicitation provides information and instructions for you to prepare your proposal. Section M describes how your proposal will be evaluated for possible award. Section L and M will not become a part of the awarded contract documents. Sections L and M will be used to award basic IDIQ contracts and Task Order 0001. Section L also includes the clause which describes how proposals are submitted through the Army Single Face to Industry (ASFI) website.

**A.12 Acknowledgement of Amendments**

Acknowledge any amendments to this RFP and submit each amendment with your proposal. Acknowledgement of all issued amendments is important because failure to do so may render your offer nonresponsive and ineligible for award.

**A.13 Inconsistencies**

This Executive Summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this RFP. However, if you find any inconsistency between this Executive Summary and the RFP, the RFP takes precedence.

**A.14 Notice of Fill-Ins**

Please note that this solicitation contains several provisions which require you to complete a fill-in or representation. If you do not complete these fill-ins, your offer may be determined incomplete and ineligible for award.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 4 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

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A.15 Questions / Problem Resolution

All questions regarding this RFP shall be submitted in writing via e-mail to David Patti at [david.m.patti4.civ@mail.mil](mailto:david.m.patti4.civ@mail.mil) and Allen Traciak at [allen.traciak.civ@mail.mil](mailto:allen.traciak.civ@mail.mil). No phone calls will be accepted. There are no exceptions. The RFP will be posted on the Acc-Warren Procurement Network TACOM Contracting Center web page. All information regarding this Vehicle Tactical Router procurement will be posted on the following website:  
<http://contracting.tacom.army.mil/research/nie.htm>

Answers to questions submitted will be posted as soon as they become available. It is the responsibility of the contractors to check this website daily for any changes and/or amendments.

\*\*\* 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=w56hzv13r0103](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=w56hzv13r0103)

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

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

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

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

(e) Note to offerors:

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

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government



**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 6 of 76****PIIN/SIIN** W56HZV-13-R-0103**MOD/AMD****Name of Offeror or Contractor:**

A-4

52.242-4021  
(TACOM)

NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS

NOV/2009

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

(END OF CLAUSE)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>CONTRACT DELIVERABLE DATA</u></p> <p>CLIN 0001 is NOT a separately priced item. (Reference B.1)</p> <p>(End of narrative A001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>The contractor shall provide the information required by the Contract Clause entitled CONTRACT MANPOWER REPORTING (CMR), TACOM Clause 52.237-4000 as referenced in this solicitation.</p> <p>CLIN 0002 is NOT a separately priced item. (Reference B.1)</p> <p>(End of narrative A001)</p>				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0103 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 76
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**Name of Offeror or Contractor:**

B.1 Contract Line Items (CLINs)/Schedule Page

Supplies and services will be awarded on individual task orders issued under the Indefinite Delivery Indefinite Quantity (IDIQ) contract and not directly under the basic IDIQ contract document itself. Therefore, there will be no CLINs or Schedule Page listed on the IDIQ contract itself outside of CLIN 0001 (Data Items - not separately priced) and CLIN 0002 (Contractor Manpower Reporting- not separately priced) which is included in this solicitation for internal, administrative purposes only. Offerors are advised that they do not have to address this CLINs 0001 and 0002 in their proposals. Instead, each individual awarded task order will list CLINs for the specific Supplies and Services being purchased under that task order and Contract Data Requirements List (CDRLs) which apply to that task order.

\*\*\* END OF NARRATIVE B0001 \*\*\*

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1.0 SCOPE Vehicle Tactical Router

C.1.1 This Statement Of Work (SOW) is for the use of and support of the Vehicle Tactical Router (VTR) during Phases III, IV, V, and VI of the Network Integration Evaluation (NIE), as described in section 1.2. The contractor shall provide all personnel, equipment, supplies and materials needed to accomplish the work under this SOW. The Army will provide or make available the appropriate documents, publications, correspondence and/or points of contact necessary for the contractor to execute this contract, as applicable. All Government furnished documents, publications and Government furnished equipment shall be returned to the Contracting Officers Representative (COR) at the final completion of this scope. Government furnished material will be provided when deemed necessary by the Army. From here forward the Vehicle Tactical Router will be identified as the product or VTR.

C.1.2 The SOW describes the effort to be performed by the contractor in support of the Directorate, System of Systems Integration (D SoSI). The contractor shall provide their system/solution, vehicle mounted router bridging two networks, at the platoon level and interfacing with the vehicle LAN, and non-personal engineering/field service support for the NIE. The purpose of the NIE is to assess candidate products as viable solutions to an identified Army gap. NIE is an Army hosted six week event conducted twice a year. NIE employs the full brigade strength of a Brigade Combat Team (BCT) at Fort Bliss, Texas (FBTX) and White Sands Missile Range (WSMR). The primary goal of NIE is to conduct parallel system tests of Army programs, with a secondary goal of evaluating capabilities of the current, theater provided and emerging networks. NIE assesses technically mature networked and non-networked capabilities. The NIE events include tactical exercises using current force equipment and emerging networked systems.

There are seven (7) Phases in the NIE process: (This SOW applies to 4 Phases - III, IV, V and VI)

Phase 0 Define Gaps and Near Term Requirements

Phase I Solicit Potential Solutions

Phase II Candidate Assessment

Phase III Evaluation Preparation

- Laboratory Based Risk Reduction (LBRR) for the Integrated Network will be performed during this Phase. The following will be verified during LBRR: Maturity; functional requirements, technical requirements, compatibility with system baseline; the product meets interfaces and interoperability requirements; the system meets Size, Weight, and Power (SWAP) transport requirements; the system complies with existing Common Operating Environment (COE) requirements; the product is supportable availability, maintainability; the system is trainable; and product affordability.

Phase IV Integrated Rehearsal

- Golden Vehicle Build and Integration is a unique design required to integrate a specific C4ISR suite into a fleet of vehicles. This is the master Command & Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) design that encompasses each specific C4ISR system required and can be used as well for a sub-set of the specific C4ISR systems required. The Golden Vehicle is also the first physical integration of the unique master designs. Fleet vehicle build and integration on remaining vehicles will be completed after Golden Vehicle Build.

- New Equipment Training (NET) - The contractor shall provide trainers and training material to instruct soldiers on operations and maintenance of their product. The contractor shall conduct NET at Fort Bliss, Texas (FBTX). Validation Exercise (VALEX) validates the network device configuration and connectivity in which contractors configure their products for operation as part of the NIE network to ensure communications equipment is operational and integrated. The Government validates that the network composed of system of systems is integrated and stable. VALEX tests key functional threads and performs communication checks prior to transitioning equipment to the Brigade for operation and maintenance.

- Communications Exercise (COMDEX) and Field Exercise (FIELDEX) are when D, SoSI hands over the Network to the Brigade to carry mission threads and evaluations of the network in relevant environment at WSMR to validate new capabilities. A trial run is conducted, prior to the event itself, to verify connectivity of the equipment which will be used during the exercise. Offeror shall be required to provide engineering/field services.

Phase V Integrated Evaluation

- Pilot and Exercise. The integration team with Army Test and Evaluation Command (ATEC) validates and performs the test procedures, test data collection, and data reduction procedures for the evaluation of the network systems in a relevant environment to determine if the product delivers the gap capability.

- Note: Systems are a group of interacting, interrelated, or interdependent elements forming a complex whole.

Phase VI Network Implementation Plan

- Recovery - Upon completion of the Exercise, products are removed from their host vehicles and the vehicles are returned to their pre-NIE configuration

- There are more areas to the Network Implementation Plan; however, only Recovery applies to this acquisition.

## C.2.0 APPLICABLE DOCUMENTS

**Name of Offeror or Contractor:**

C.2.1 Department of Defense Specifications, Standards and Handbooks. The following specifications, standards, and handbooks form a part of this SOW to the extent specified herein.

Specification	System of Systems Integration Vehicle Tactical Router Specification, Version 15; 19 November 2012
AR 25-1	Army Knowledge Management and Information Technology, 4 December 2008
AR 25-2	Information Assurance , Rapid Action Revision (RAR) Issue, 23 March 2009
DA PAM 350-40	Army Modernization Training Plans for New and Displaced Equipment, 17 August 1989
MIL-HDBK-217F2	Reliability Prediction of Electronic Equipment, 28 February 1995
MIL-HDBK-344A	Environmental Stress Screening (ESS) of Electronic Equipment, 16 August 1993
MIL-HDBK-454B	Guidelines for Electronic Equipment, 15 April 2007
MIL-HDBK-1222D	Guide to the General Style and Format of U.S. Army Work Package Technical Manuals, 21 July 2010
MIL-STD-130N	Identification Marking of U.S. Military Property, 17 December 2007
MIL-STD-461E	Department of Defense Interface Standard: Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment, 20 August 1999
MIL-STD-464B	Department of Defense Interface Standard: Electromagnetic Environmental Effects, Requirements for Systems, 30 November 2010
MIL-STD-810G	Environmental Engineering Considerations and Laboratory Tests, 31 October 2008
MIL-STD-1275D	Department of Defense Interface Standard: Characteristics of 28 Volt DC Electrical Systems in Military Vehicles, 29 August 2006
MIL-STD-1472F	Department of Defense Design Criteria Standard: Human Engineering, 23 August 1999
MIL-STD-2169B	Department of Defense Interface Standard: High Altitude Electromagnetic Pulse (HEMP) Environment, 19 January 2012
MIL-STD-40051-2	Preparation of Digital Technical Information for Page-Based Technical Manuals (TMs), 15 October 2004

## C.2.2 Other Government Documents

	Clean Air Act (CAA) Amendment Title VI, Section 602, <u>Listing of Class I and Class II substances, Amended 1990</u>
29 CFR 1910	Title 29, Code of Federal Regulations (CFR) Part 1910, Permissible Exposure Limits
47 CFR 15	Title 47, Code of Federal Regulations (CFR) Part 15,
DoD 5220.22-M	Defense Security Service (DSS) Clearing and Sanitization Matrix, 28 June 2007
DODI 8520.2	Department of Defense Public Key Infrastructure (PKI) and Public Key (PK) Enabling, 24 May 2011
FIPS PUB 196	Federal Information Processing Standards (FIPS) Publication (PUB) 196, Entity Authentication Using Public Key Cryptography, 18 February 1997
FIPS PUB 197	Federal Information Processing Standards (FIPS) Publication (PUB) 197 Advanced Encryption Standard (AES), 26 November 2001
X.509	Certificates and Certificate Revocation Lists (CRLs), 1 May 2001

## C.2.3 Non Government Documents Commercial Standards.

	American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLV)
ANSI Z535.4	American National Standards Institute for Product Safety Signs and Labels
IEEE 802.1P	LAN Layer 2 QoS/CoS Protocol for Traffic Prioritization
IEEE 802.1Q	2005 Virtual Bridge local Area Networks
IEEE 802.1x	Port Based Authentication Concepts
IEEE 802.3	1998 Local Area Network (LAN) protocols
IEEE 802.3	2002 Local Area Network (LAN) protocols
ISO/IEC 8877:1992	International Standards Organization - Information Technology Telecommunications and Information Exchange Between Systems
	Microsoft's Protected Extensible Authentication Protocol (PEAP), version 0 (Implementation in Windows XP SP1)
NFPA 70-2005	National Fire Protection Association (NFPA) National Electrical Code
OSPFv3	Open Shortest Path First (OSPF) - Support of Address Families
PKCS 12	RSA Laboratories Public Key Cryptography Standard (PKCS) 12, Personal Information Exchange Syntax Standard, version 1.0 (Draft), 30 April 1997
UL 60950	Underwriters Laboratories (UL) Safety of Information Technology Equipment

## C.3.0 REQUIREMENTS

The contractor shall provide up to thirteen (13) vehicle mountable tactical routers for evaluation during LBRR and the NIE 14.1. The contractor shall provide all ancillary equipment required to mount and operate the tactical routers, e.g.: cables, connectors, power supply and mounts. The contractor shall provide product field support for the tactical router's inclusion in NIE 14.1, Agile Phases III, IV, V and VI (as described in 1.2). The contractor shall provide product field support to install/integrate into the NIE lab and the NIE architecture and SoSI identified vehicle platforms, configure software to operate within the NIE architecture, test configured equipment to ensure operational integrity, and train users and administrators on the Vehicle Tactical Router (VTR). The Vehicle Tactical Router Specification defines the minimum required performance capabilities. The contractor shall provide field support

**Name of Offeror or Contractor:**

for network and thread integration during the LBRR (Phase III) which is conducted at Aberdeen Proving Ground (APG), MD, and for the Design & Engineering, Golden Vehicle Build, NET, VALEX, COMMEX, FIELDEX, NIE, and Recovery segments (Phases IV, V and VI) conducted at the Ft Bliss, TX (FBTX)/White Sands Missile Range (WSMR), NM complex.

## Phase III Evaluation Preparation

C.3.1 Pursuant to Section H.2, Loan of Product for NIE 14.1, the contractor shall provide three VTR sets and one spare to APG, MD, in accordance with Sections D and F of the contract, for LBRR lab integration. The contractor shall provide initial network integration of their tactical routers, validate operational integrity, and troubleshoot any operational issues, as required. A location will be designated for each contractor to use as a base of operation during this time. The contractor will be able to store any parts, tools or additional equipment.

C.3.2 Pursuant to Section H.2, Loan of Product for NIE 14.1, the contractor shall provide eight Tactical Router sets with one spare to FBTX as set forth in Sections D and F.

Acceptance Criteria Contractor scheduled payment, in the amount of \$25,000, will be issued upon delivery of total VTRs to APG, MD and FBTX as required in accordance with sections 3.1 and 3.2 of the SoW.

C.3.3 LBRR - The contractor shall provide up to two FSRs, on-site at APG, MD for a two week period, one shift, 40 hour work weeks, to support LBRR lab integration. The contractor shall provide, remotely, on-call FSR support for LBRR lab integration. The total hours is not expected to exceed 300 hours. As part of integration the contractor shall assist the Government in the physical installation of their equipment. The contractor shall advise the Government on their product interface requirements. The contractor shall configure its product to integrate with the lab network. The contractor shall troubleshoot any anomalies in its product performance and adjust configuration. The contractor shall assist the Government in troubleshooting overall network issues, through adjustment of its product configuration. The contractor shall instruct Government lab technicians on product set-up, operation, and maintenance.

## Phase IV Integrated Rehearsal

C.3.4 Golden Vehicle Design - The contractor shall provide two FSRs, on-site at FBTX, one shift, 40 hour work weeks, for technical and integration services for Government development of the Golden Vehicle design(s). The Government's Integration team will build Golden vehicles using level 2, master design drawings including networked capabilities. These drawings will be used as a model for building the fleet with different sub-sets of capabilities within the Brigade. The Government will conduct a safety release for each capability will be conducted on the Golden Vehicles.

Acceptance Criteria Contractor scheduled payment, in the amount of \$50,000, will be issued upon passing of the Golden Vehicle safety assessment as required in accordance with section 3.4 of the SoW.

C.3.5 Fleet Build - The contractor shall provide 2 FSRs, on-site at FBTX, one shift, 40 hour work weeks, to support the Fleet Build. The contractor shall advise vehicle integrators and assist with the build of the vehicle configurations that have been selected for NIE. The contractor shall configure and install its product in the fleet build-out for NIE using the Golden vehicle technical documentation and drawings. The contractor shall participate in integration checks and required adjustments to ensure its product is properly functioning. Different sub-sets/suites of network capabilities may be installed into various vehicles within the Brigade units for NIE. The Government will designate, design, and manage final vehicle fleet configuration builds.

Acceptance Criteria Contractor scheduled payment, in the amount of \$100,000, will be issued upon configuration and installation of products as required in accordance with sections 3.5 of the SoW.

C.3.6 NET - The contractor shall instruct the soldier target audience on the use of its product. NET duration should be 40 hrs or less. Training in excess of 40 hours is permissible if there are different courses aimed at different target audiences, such as a course for operator, a course for leader, a course for maintainer. Training will be conducted at Ft. Bliss. The contractor shall provide a final Training Support Package, In Accordance With (IAW) CDRL 0001. During NET, the contractor shall maintain operational performance of their products installed on vehicles, Command Post, Tacitcal Operations Center (TOC) configurations and non-network systems.

C.3.7 VALEX - The contractor shall provide one FSR on-site at FBTX, one shift, 40 hour work weeks, to support VALEX. As a member of the integration team, the contractor shall be responsible for configuring its products, troubleshooting any network connectivity issues, making necessary product configuration changes, and performing required product maintenance. The contractor shall work with the integration team to validate network connectivity. During VALEX, the NIE integration team conducts network device configuration and connectivity validation tests during which the contractor configures their devices for operation as part of the NIE network. The integration team validates an instrumented and integrated network, tracking transport and mission command data, from the platoon through division. VALEX includes validation of instrumentation, satellite acquisition, and configuration of routers, test-fix-test activities, and the testing of data paths through the use of approved mission threads.

Acceptance Criteria Contractor scheduled payment, in the amount of \$100,000, will be issued upon configuration and connectivity validation test of products as required in accordance with section 3.7 of the SoW.

**Name of Offeror or Contractor:**

C.3.8 COMDEX and FIELDEX - The contractor shall provide FSRs, on-site at FBTX/WSMR, to provide coverage 24/7, to support COMDEX and FIELDEX.

C.3.8.1 COMDEX - During COMDEX, Program Manager (PM) Current hands over the Network to the Brigade to conduct mission threads for the evaluation of the network and to validate new capabilities. The Brigade confirms the network preparation for combat operations and communications among its Command and Control (C2) elements. All activities are carried out by unit operators/maintainers. The contractor shall provide product troubleshooting, fixes, configuration changes, and over the shoulder training. The contractor shall have 24x7 on-site support to address any trouble tickets generated during this event.

C.3.8.2 FIELDEX - During FIELDEX, the Brigade activities move from Ft. Bliss to WSMR. Units require a week to set up network equipment at the various locations at WSMR in preparation for the NIE. The contractor shall participate in the Unit set-up of the network, troubleshoot, execute fixes when needed, and provide over-the shoulder training of its products. The contractor shall have 24x7 on-site support to address any trouble tickets generated during this event.

Phase V Integrated Evaluation

NOTE: Contractor FSR support personnel will have limited access to their product during Phase V. This equipment will be in the hands of soldiers and possibly at considerable distance over rough terrain.

C.3.9 Pilot and NIE - The contractor shall provide FSRs, on-site at FBTX/WSMR, to provide coverage 24/7 to support NIE.

Acceptance Criteria Contractor scheduled payment, in the amount of \$100,000, will be issued upon Soldier control of equipment for operation for evaluation as required in accordance with section 3.9 of the SoW.

C.3.9.1 Pilot - During Pilot, the integration team with Army Test and Evaluation Command (ATEC) validates the test procedures, test data collection, and data reduction procedures for the evaluation of the network systems in a relevant environment to determine if the systems can succeed and for design improvement of new capability.

The contractor shall have FSR(s) on standby 24/7 to address maintenance issues during Pilot.

C.3.9.2 NIE - During the exercise, the Brigade and Battalion Units begin the field operation at WSMR to execute critical missions. The Network is turned over to the soldier operators for evaluation and performance verification in a tactical environment running end-to-end mission threads to determine if capability gaps have been satisfied. The contractor shall have FSR(s) on standby 24/7 to address maintenance issues in the Units participating in the field exercise.

Phase VI - Network Implementation Plan

C.3.10 Recovery - The contractor shall provide two FSRs, on-site at FBTX/WSMR, one shift, 40 hour work weeks. Upon completion of the NIE event, the contractor shall remove its products from the Brigade vehicles to assist the integration team in returning the vehicles to their pre-NIE configuration.

Acceptance Criteria Contractor scheduled payment, in the amount of \$25,000 after contractor removal of its products from NIE Architecture as required in accordance with section 3.10 of the SoW.

C.3.11 Upon completion of Recovery, all contractor provided equipment will be returned to the contractor pursuant to Section H.2, Loan of Product for NIE 14.1.

C.3.12 Training Support Package (TSP)

The contractor shall participate in training rehearsals organized by the Government to evaluate the validity of the draft TSP (as provided in contractor proposal.) The contractor shall work with the Government Training POC to jointly review the TSP. The contractor shall incorporate any necessary changes resulting from TSP review or training rehearsal into a revised TSP prior to NIE training. The Contractor shall submit the final TSP per CDRL 0001, DI-SESS-81521B Training Support Package. The contractor shall provide all necessary training materials to soldiers, as described in the training plan.

C.3.13 Ancillary Items

The contractor shall provide any ancillary items required to configure, mount, and continuously operate the VTR during the LBRR and integration phases, training, and NIE.

C.4.0 SEPARATELY-PRICED EFFORTS

The efforts under this section are beyond the base award SOW, and may only be invoked by a specific contractual notice from the PCO requiring their performance, in the form of an option exercise, or award of a separate task order or contract/order modification, as appropriate.

**Name of Offeror or Contractor:**

C.4.1 NIE PRODUCTS: If exercised, the contractor shall deliver up to 150 additional Vehicle Tactical Routers to include ancillary items. VTRs shall be configured to the NIE Baseline.

C.4.2 NIE FSR SUPPORT: If exercised, the contractor shall provide additional FSRs during NIE.

C.4.3 PRODUCTION: Up to 1000 units may be procured against the Indefinite Delivery Indefinite Quantity line item. Range Pricing in Section B represents ceiling pricing.

C.4.3.1 Production Units - If ordered, the contractor shall deliver production units.

C.4.3.2 Warranty

Unless specified otherwise in this contract, the contractors standard commercial warranty as stated in its proposal will apply to this contract. The contractor shall provide their standard commercial warranty, and shall provide to the Government all commercially available warranties offered for the product components. The contractor shall identify the equipment, manufacturer and terms of each warranty as provided with the equipment delivery. The contractor shall keep a record of all items under warranty and make the record available to the Government upon request. The warranty coverage for each VTR or item of hardware shall begin when the contractor ships the VTR or item of hardware to the Continental United States (CONUS) location specified by the Government.

C.4.4 - MANUFACTURING

C.4.4.1 FIRST ARTICLE TESTING (FAT) - (Separately Priced Item)

If the FAT option is exercised, the contractor shall prepare and deliver for Government approval a First Article Test (FAT) Plan and Procedures for the testing of the Tactical Router, NLT 30 days after task order award. Upon Government approval, the plan shall become a compliance document.

Subsequent to Government approval of the FAT Plan the contractor shall conduct component First Article Testing on the first two initial production assemblies, NLT 30 days after Government FAT Plan approval.

The FAT shall include all functional and physical inspections and tests necessary to demonstrate compliance with the applicable assembly and specification requirements and drawings. The contractor shall conduct the FAT IAW the approved First Article Qualification Test Plan and Procedures, CDRL 0002, DI-NDIT-81307A. FAT failures (during testing) shall be addressed as prescribed in the approved FAT plan.

Results of the FAT shall be submitted (15 days after test completion) in contractor format IAW the First Article Test/Inspection Report, CDRL 0003, DI-NDIT-80909B. FAT shall be deemed successful upon written notification from the Contracting Officer. If FAT is disapproved, or if at any time during testing, due to test failures, the contractor deems it necessary to makes any changes, modifications, or repairs to the first article component sample(s), or component technical data, all changes must be approved by the Government. If the contractor wishes to use another sample (without tech data changes), root cause and corrective action, relative to the failed test sample(s) must be presented to the Government for approval before FAT testing resumes. The contractor shall be responsible for repeating any or all First Article Testing, at no additional cost to the Government.

The contractor may provide data and evidence that demonstrates that this FAT requirement has been met through equivalent inspections and tests on a hardware configuration of identical design, and using the same production process, for Government consideration. If the Government determines that the data indicates an acceptable substitution for FAT, it will consider negotiating the FAT requirement out of the scope of the contract. Also, if the contractor has been in continuous production on the contract component for a different Government contract, evidence of that current production could be used to justify a FAT waiver.

(CDRL 0002, DI-NDIT-81307A - First Article Qualification Test Plan and Procedures)

(CDRL 0003, DI-NDIT-80909B - First Article Test/Inspection Report)

C.4.4.2 Manufacturing and Process Changes

After FAT approval or waiver, the contractor shall notify the Government immediately regarding plans to change their manufacturing/assembly process, location, or source of supply. Requalification via FAT may be required by Government direction. All requalification test costs are the responsibility of the contractor. Product delivery will cease until requalification approval has been provided by the Government Contracting Officer.

Inspection Records: Records of all inspections and tests (in-process, component, or end item) performed by the contractor and their sub contractors, shall be stored and maintained by the contractor, and made available to the Government, at no cost, for up to three years following final payment.

Final Inspection: The contractor shall perform final inspection on product assembly utilizing the latest approved Final Inspection Record (FIR) developed by the contractor. After completion of inspection, the components will be presented to the Government for their acceptance inspection. Non-conformances discovered during inspection by the contractor, or during subsequent Government inspection, shall be described in writing on a deficiency data sheet attached to the final inspection document. Deficient components must be identified, marked, and physically isolated as exhibits for investigative purposes. Non-conformances shall be investigated by the contractor, including root cause/corrective action, which includes assurance that the components under investigation and those in the assembly process, in storage, and at the contractor's suppliers, be corrected, or verified to be conforming, prior to the item being presented to the Government for acceptance. Changes to the FIR must be controlled through a formal configuration management process, with Government approval. A completed FIR shall accompany each component offered to the Government for acceptance.

(CDRL 0004, DI-QCIC-81068 - End Item Final Inspection Report)

**Name of Offeror or Contractor:**

## C.4.4.3 Environmental Stress Screening (ESS)/Highly Accelerated Stress Screening (HASS) (Separately Priced Item):

The contractor shall conduct and maintain an ESS program to ensure identification and elimination of latent defects caused from the manufacturing process. The contractor shall use MIL-HDBK-344A as a guide for planning and developing ESS. The contractor shall set ESS levels to ensure that screening identifies workmanship/manufacturing defects while not reducing the life of the product. The contractor shall assure ESS plans and procedures are developed, utilized and maintained and ESS results are documented as part of the Acceptance Data Package (ADP) ESS plan and procedures shall be made available to the Government for review NLT 30 days after option award. The contractor shall develop and implement, ESS on all electrical and electromechanical tactical hardware with emphasis on testing at the lowest level possible. HASS techniques shall be considered where applicable in order to minimize the total cost of the ESS program. ESS shall also be implemented on mission critical commercial off the shelf (COTS) hardware where no evidence of an appropriate vendor ESS has been performed. The contractor shall prepare a detailed ESS/HASS Program Plan that defines hardware indenture level of ESS, selected environmental profiles and rationale, power on/off application, and metrics to be used for evaluating ESS effectiveness. ESS shall be implemented during the build of all deliverable hardware. In addition to the program plan, the contractor shall provide a procedure and test plan written for each component that will describe the environments it will be subjected to as well as at what points in the tests the components will be tested via Special Test Equipment/fixtures. The test plan, test procedure, and the results of such testing shall be provided to the Government as defined by the ESS Program Plan activities schedule. The Government shall review and approve all ESS test procedures and test plans prior to implementation and the commencement of production. The contractor shall present their ESS program to the Government including any updates to the ESS program during the contract.

(CDRL 0005, DI-ENVR-81014 - ESS Procedures and Implementation Plan)  
(CDRL 0006, DI-ENVR-81663 - ESS Report)

C.4.5 Acceptance Data Package: An Acceptance Data Package (ADP) for each contract assembly shall be presented to the Government as part of final acceptance of the product. This document in contractor format shall include data tracing materials, assembly processes, testing, anomalies, configuration, and certifications. The referenced CDRL (Exhibit B) and DID outline the specific requirements. (Exhibit C, Acceptance Data Package)

C.4.6 Manuals The contractor shall provide one (1) copy of all operating and maintenance manuals per product ordered.

## C.4.7 Integrated Logistics Support

## C.4.7.1 System Maintenance and Support Concept

The contractor shall submit a System Maintenance Concept IAW CDRL 0007, DI-ILSS-81225 . This document shall describe how the system will be maintained and logistically supported when it is fielded. This document shall serve as the basis for developing the systems technical publication and training support package (TSP), and shall delineate the development and validation processes of the technical publication and TSP.

## C.4.7.2 Technical Publication

The contractor shall develop the technical publication identified in the System Maintenance Concept (CDRL 0007) IAW CDRL 0008, DI-TMSS-80527C, Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data.

## C.4.7.3 New Equipment Training (NET)

The contractor shall submit input to the New Equipment Training (NET) Plan, CDRL 0009, D, SoSI - PD Futures. This plan shall be consistent with the System Maintenance Concept, CDRL 0007.

## C.4.8 OPTION Annual Software Maintenance (Up to Two Years)

If exercised, the contractor shall provide ongoing software maintenance and future product upgrades.  
(The contractor will provide their standard software maintenance plan in the proposal.)

## C.5.0 PLACE OF PERFORMANCE AND SHIPPING

C.5.1 The contractor shall provide the products and support described to be performed at the Government facilities in CONUS, as required. Duty locations are Aberdeen Proving Ground, MD; Ft. Bliss, TX; and White Sands Missile Range, NM.

C.5.2 The equipment shall be shipped In Accordance With (IAW) Section F.

APG Lab

System of Systems Integration Directorate  
ATTN: Melissa Nahm  
B5014 Boothby Hill Road  
Aberdeen Proving Grounds, MD 21005

Fort Bliss

System of Systems Integration Motor Pool (IMP)  
Attn: Lisa A. Baird  
DODAAC: W56GNP (Remove this line if shipping via commercial carrier such as UPS, FEDEX, etc.)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 16 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

Bldg. 2624 Shannon Van Valzah Road  
Fort Bliss, TX 79916-5000

Production Products

Shipping location and address will be identified in each order issued.

C.5.3 The contractor shall use best commercial practices for Packing, Packaging and Shipping.

C.5.4 When shipping, the contractor shall ensure all equipment/packages/containers/boxes are clearly marked with product name, and the name and mobile phone number of the Field Service Representative (FSR) on the ground at Ft. Bliss, TX and/or APG, MD. The contractor's FSR will be contacted immediately upon receipt of your equipment and requested to come in to inventory and inspect the materials for condition, quantity, and completeness.

C.5.5 Report all incremental delivery schedules within the specified delivery windows, report successful equipment delivery reports; and report changes in delivery schedules to SoSI.

C.6.0 SECURITY All contractor personnel must maintain a favorable background investigation before accessing any Government facilities, websites, databases and networks in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract and task orders belong to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The Contractor shall not travel outside the continental U.S. with any Government equipment or information. The contractor shall not release any information or data to third parties without express written approval of the Procuring Contracting Officer. The contractor shall have access only to that Government data necessary for the accomplishment of work under this agreement. Contractors shall conform to all security requirements as specified in each task order and as detailed in the task order DD Form 254. A separate DD 254 is required for all task orders involving access to classified information. Contact your Facility Security Officer (FSO) or the SoSI CIO Office for assistance in initiating action to receive a security clearance. For assistance with the DD 254, contact SoSI CIO Office at (586) 282-9635.

C.7.0 GOVERNMENT FURNISHED PROPERTY (GFP):

C.7.1 A considerable portion of the contracted work shall be completed at Government facilities. The Government shall provide access to shared resources, working space, computer network access; and peripheral equipment (such as printers); if resources are constrained this may involve time allocation among any other contractors also performing on-site. The contractor will provide its own portable computer and cell phone.

C.7.2 The Government will provide the NIE and LBRR network architecture into which the tactical router will be inserted, and must interface. The Contractor shall report logistics problems or risks associated with GFP to the government.

C.7.3 GSA Furnished Vehicles: Contractor personnel are authorized to utilize and drive GSA furnished vehicles at their duty site under the following conditions:

C.7.3.1 The motor vehicles are used for official purposes only and solely in the performance of the contract. The contractor's use of such vehicles shall be in compliance with FAR 52.251-2 and DFARS 252.251-7001, which are incorporated into this contract.

C.7.3.2 The motor vehicles cannot be used for transportation between residence and place of employment.

C.7.3.3 The contractor shall be financially responsible for negligent damage to a GSA Fleet vehicle. If the contractor is held responsible for damages, they will be charged all costs for removing and repairing the vehicle. If the vehicle is damaged beyond economical repair, all costs will be charged to the Contractor, including fair market value of the vehicle less any salvage value.

C.7.3.4 Provide evidence that motor vehicle liability insurance has been obtained covering bodily injury and property damage, protecting the contractor and the Government against third-party claims arising from the ownership, maintenance, or use of an Interagency Fleet Management System Vehicle (IFMS).

C.7.3.4.1 Insurance and minimum amounts:

C.7.3.4.1.1 Comprehensive general liability; \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

C.7.3.4.1.2 Automotive Insurance; \$200,000 for each person and \$500,000 for each accident for bodily injury and \$20,000 per accident for property damage.

C.7.3.5 ACCIDENT REPORTING: The contractor shall maintain an accurate record of all accidents occurring during the performance of this contract resulting in damage to Government property and shall promptly report each accident to the cognizant Government Contracting Officers Representative(COR) and Procuring Contracting Officer.

**Name of Offeror or Contractor:****C.8.0 CONTRACTING OFFICERS REPRESENTATIVE (COR)**

The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the PCO to perform specific technical functions. The PCO will designate a properly trained COR at time of contract award. The COR is responsible for technical administration of the contract, including conducting contract surveillance to make sure services meet performance standards set forth in the contract. The COR is responsible for inspecting, and accepting or rejecting work performed under the contract; and reviewing, approving, and processing the contractors invoices. The contractor will receive a copy of the COR appointment letter after award that will specify the extent of the COR's authority to act on behalf of the PCO. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract.

**C.9.0 SECTION 508 COMPLIANCE STATEMENT:** All Electronic and Information Technology (EIT) procured through Performance Work Statement/Bill of Materials and any resulting contract or task order, must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended - Part 1194.

**C.10.0 UNAUTHORIZED WORK:** The contractor is not authorized to commence performance without a signed contract or direction by a PCO. Notwithstanding any of the other provisions of this contract, a PCO shall be the only individual on behalf of the Government to: accept nonconforming work; waive any requirement of a contract; or modify any term or condition of this contract.

**C.11.0 FEDERAL HOLIDAYS****C.11.1 The following days are legally recognized holidays:**

New Year's Day - 1st of January  
Martin Luther King Jr.'s Birthday - 3rd Monday in January  
President's Day - 3rd Monday in February  
Memorial Day - Last Monday in May  
Independence Day - 4th of July  
Labor Day - 1st Monday in September  
Columbus Day - 2nd Monday in October  
Veteran's Day - 11th of November  
Thanksgiving Day - 4th Thursday in November  
Christmas Day - 25th of December

**C.11.2** When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceeding Friday is observed as a legal holiday. The list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination or Collective Bargaining Agreement regarding applicable paid holidays.

**C.11.3** In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute  
Any other day designated by Executive Order  
Any other day designated by a Presidential Proclamation

**C.11.4** It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance or entitlement of compensation except as set forth within the contract. In the event the contractor's personnel work during a holiday or other day observed by Government employees, the contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed by the Government, either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to a contract.

**C.11.5** When the Department of Defense (DoD) grants excused absence to its employees, the contractor agrees to continue sufficient personnel to perform critical tasks already in operation or scheduled, and the contractor shall be guided by the instructions issued by the Contracting Officer or the COR.

**C.11.6** If Government personnel are furloughed, the contractor shall contact the PCO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event the Government shutdown and/or furloughed Government employees impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the PCO. Generally, the following situations apply:

**C.11.6.1** Contractor personnel who are able to continue contract performance (either on site or at a site other than their normal workstation) shall continue to work and the contract price shall not be reduced or increased.

**C.11.6.2** Contractor personnel who are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

**C.11.7** Nothing in this section abrogates the rights and responsibilities of the parties relating to any stop work clause or provision included in other sections.

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

Page 18 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

**Name of Offeror or Contractor:**

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

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

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within [30]\*\*\* calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within [30]\*\*\* calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

C-2 52.209-4022 (TACOM)	iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within [30]\*\*\* calendar days of contract award and within [30]\*\*\* calendar days of new employees commencing performance, with the results reported to the COR no later than [30]\*\*\* calendar days after contract award.

(End of Clause)

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

(End of Clause)

C-4 52.204-4021 (TACOM)	CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS	JUN/2012
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All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

(End of Clause)

C-5 52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	DEC/2012
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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 labor hours (including subcontractor labor hours) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

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

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

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0103 <b>MOD/AMD</b>	<b>Page 20 of 76</b>
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**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Marking:

The contractor shall package and pack all items deliverable under awarded task orders in accordance with standard commercial practice to ensure arrival at destination without damage or loss, unless an alternate packaging and packing requirement is listed by the government for an individual task order.

D.2 Marking:

D.2.1 Technical Data Marking:

The contractor shall ensure that all technical data deliverable under awarded task orders, is identified by task order and the IDIQ contract number which that task order was issued under, by the contractor's name and address and where applicable, the name and address of the subcontractor who generated that data unless an alternate marking is required by the government for an individual task order.

D.2.1 Materials and Hardware Marking:

The contractor shall ensure that all materials and hardware deliverable under awarded task orders, is identified by task order and the IDIQ contract number which that task order was issued under, by the contractor's name and address and where applicable, the name and address of the subcontractor who generated that data unless an alternate marking is required by the government for an individual task order.

D.3 The contractor shall adhere to the packaging and marking requirements at C.5.3, C.5.4 and C.5.5.

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

**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 Quality Control Plan

The contractor shall operate under a Quality Control Plan (QCP) for all products and services provided under this contract. The contractor's QCP shall be based upon one of the following standards: Commercial Quality Standard QS 9000; Military MIL-Q-9858, International Standards organization (ISO) 9000 series; American Society of Quality Control (ASQC) Standards or other system standards, if approved by the Procuring Contracting Officer (PCO).

## E.2 Quality Assurance Surveillance

The PCO may require a modified or adjusted QCP to meet specific quality assurance requirements under individual Task Orders.

## E.3 Quality Assurance Surveillance Plans (QASPs)

The Government will conduct Quality Assurance Surveillance to monitor contractor performance and compliance with requirements on individual, awarded task orders through Quality Assurance Surveillance Plans (QASPs) that have been drawn up by the government. A QASP Overview is provided as Attachment 0009 in Section J for the informational purpose of providing potential offerors an idea as to how the government will be monitoring performance and compliance on individual, awarded task orders through use of QASPs. Contractors who are awarded task orders will receive copies of the specific QASP Evaluation Worksheet that will apply to those individual task orders.

## E.4 Inspection and Acceptance Point

E.4.1 (Destination) Inspection and acceptance of all deliverables under NIE and LBRR Task Order 0001 Basic Award, of this contract shall be made at Destination by the Contracting Officer, or by her duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract and each individual task order will be made by the Contracting Officer's Representative (COR) or Functional Technical Representative (FTR) as identified in the individual task orders, to assure the work and the results thereof are in accordance with the terms of the contract and task order.

E.4.2 (Origin) Inspection and acceptance of all deliverables under Future NIE and Production Vehicle Tactical Routers (Item 0005) of this contract shall be made at origin. Offeror's must specify the exact name, address, and CAGE of the facility where supplies to be furnished under this contract will be available for Government inspection and acceptance to assure the work and the results thereof are in accordance with the terms of the contract and task order.

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

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

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

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

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

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

[End of clause]

E-5	52.246-4049	DRAWINGS FOR INSPECTION--COMMERCIAL ITEMS	AUG/2007
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0103 <b>MOD/AMD</b>	<b>Page 22 of 76</b>
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**Name of Offeror or Contractor:**

(TACOM-WARREN)

(a) When requested, the Contractor shall make available to the Government Inspector, the drawings and specifications to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

(b) If the contractor is not the actual manufacturer of the item being procured (i.e. dealer, distributor, etc.) the contractor shall ensure that subcontractor drawings are available for review to support the Governments inspection requirements.

(c) The Government may rely on the contractors Certificate of Conformance, as outlined in FAR 52.246-15, that the commercial item tendered for acceptance conforms to the contract requirements. However, conditions may warrant that the contractor be required to make available to the Government drawings, specifications or other technical data such that the Government can determine if the commercial item meets the contract requirements. These conditions may include but not be limited to the following: 1.) Complex items or items which have quality characteristics, for which contractual conformance must be established through precise measurements and functional operation either as an individual item or in conjunction with other items. 2.) Items used in critical applications or items denoted as critical on technical data. 3.) Items with known quality conformance issues. 4.) Items with an unstable design history. 5.) Contractor changes in technical requirements, technical data, and/or production processes which impacts the fit, form or function of the item.

[End of clause]

**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 Ordering Period

No new task orders will be awarded after two (2) years from the date of the award of the Indefinite Delivery Indefinite Quantity (IDIQ) contract that they are issued under. However, work on individual task orders that have already been awarded may extend beyond this two (2) year period.

## F.2 Data Deliverables

Data deliverables, if required, under individual, awarded task orders will be provided as specified in those task orders. This may include compliance with one or more of the Contract Data Requirements List (CDRLs) listed in Exhibit B, Section J of the IDIQ contract, or as otherwise specified in the individual, awarded task order.

Information regarding Data Deliverables is provided for pricing purposes. No deliveries are required until exercised through award of a task order specifying such delivery.

## F.3 Network Integration Evaluation (NIE) 14.1 Vehicle Tactical Router (VTR) - Delivery Schedule

## VTRs - Lab

4 each VTR and ancillary equipment (3 products + 1 spare) to be delivered to the Laboratory in Aberdeen Proving Ground, MD (APG, MD), within 5 days of notification by the PCO. The PCO notification should be within 30 days after proposal submission.

## VTRs - Field

9 each VTR and ancillary equipment (8 products + 1 spare) to be delivered within one week of contract/task order award to the Fort Bliss, TX (FBTX)/White Sands Missile Range (WSMR) complex.

## The Ship to addresses are:

APG Lab

System of Systems Integration Directorate  
ATTN: Melissa Nahm  
B5014 Boothby Hill Road  
Aberdeen Proving Grounds, MD 21005

Fort Bliss

System of Systems Integration Motor Pool (IMP)  
Attn: Lisa A. Baird  
DODAAC: W56GNP (Remove this line if shipping via commercial carrier such as UPS, FEDEX, etc.)  
Bldg. 2624 Shannon Van Valzah Road  
Fort Bliss, TX 79916-5000

## FSR LBRR

Period of Performance is 14 Jun 2013 through 15 Nov 2013, From 14 Jun 2013 through 28 Jun 2013 the Contractor shall provide on-site support at APG, MD in accordance with C.3.3. From 29 Jun 2013 through 15 Nov 2013 the contractor shall provide remote support in accordance with C.3.3. Total hours for LBRR support Not to Exceed (NTE) 300 hours.

## FSR Golden Vehicle

Period of Performance is 1 Jul 2013 through 23 Aug 2013. The Contractor shall provide on-site support at FBTX, in accordance with C.3.4.

## FSR - Fleet Build

Period of Performance is 1 Jul 2013 through 23 Aug 2013. The Contractor shall provide on-site support at FBTX in accordance with C.3.5.

## FSR NET

Period of Performance is 26 Aug 2013 through 20 Sep 2013. The contractor shall conduct New Equipment Training (NET) at FBTX in accordance with C.3.6.

## FSR - VALEX

Period of Performance is 26 Aug 2013 through 20 Sep 2013. The Contractor shall provide on-site support at FBTX in accordance with C.3.7.

## FSR - COMDEX and FIELDDEX

Period of Performance is 20 Sep through 03 Oct 2013. The contractor shall provide on-site support at FBTX in accordance with C.3.8.

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

Page 24 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

**Name of Offeror or Contractor:**

FSR - Pilot and NIE

Period of Performance is 04 Oct 2013 through 24 Nov 2013. The Contractor shall provide on-site support at FBTX in accordance with C.3.9.

FSR Recovery

Period of Performance is 25 Nov 2013 through 16 Dec 2013. The Contractor shall provide on-site support at FBTX in accordance with C.3.10.

SEPEARTELY PRICED EFFORTS - The efforts under Section 4.0 of the SOW are beyond the base award and first task order. Each task order will designate the delivery schedule and locations when/if a future task order is awarded.

F.4 In reference to F-8 (TACOM) Clause 52.242-4457 (Delivery Schedule for Delivery Orders) requirements for First Article Test delivery will be specified per future task orders.

\*\*\* END OF NARRATIVE F0001 \*\*\*

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-7	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2011

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 25 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

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

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 26 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

- 1-\_\_\_\_\_ -2-\_\_\_\_\_
- 1-\_\_\_\_\_ -2-\_\_\_\_\_
- 1-\_\_\_\_\_ -2-\_\_\_\_\_

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

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

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

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

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

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

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

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

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

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

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).

**Name of Offeror or Contractor:**

- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

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

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

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

(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)

**Name of Offeror or Contractor:**

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.
- (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, AP1.1.11:

(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

**Name of Offeror or Contractor:**

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--

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

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
-1-	-2-	-3-	-4-	-5-

(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](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-9 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS  
(TACOM)

SEP/2008

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

(b) DEFINITIONS:

**Name of Offeror or Contractor:**

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

(2) DELIVERY is defined as follows:

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

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries -1- days after the delivery order date; or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries -2- days after delivery order date.

(iii) You will deliver -3- units every thirty days.

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

(d) Accelerated delivery schedule -4- acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

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

[End of clause]

F-10

52.247-4009  
(TACOM)

DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY

AUG/2003

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-13-R-0103

**MOD/AMD**

**Name of Offeror or Contractor:**

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

F-11 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009  
(TACOM) ADDRESSES

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

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0103 <b>MOD/AMD</b>	<b>Page 32 of 76</b>
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**Name of Offeror or Contractor:**

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

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0103 <b>MOD/AMD</b>	<b>Page 33 of 76</b>
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**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

[End of Clause]

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

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

[End of Clause]

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contractor Billing Instructions

G.1.1 The Contractor shall bill to the six-digit (SubCLIN) and ACRN listed in the individual task orders in accordance with DFARS 252.232-7003 "Electronic Submission of Payment Requests and Receiving Reports".

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 34 of 76****PIIN/SIIN** W56HZV-13-R-0103**MOD/AMD****Name of Offeror or Contractor:**

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

G.2 DFAS: Special Payment Instructions

G.2.1 DFAS will make payments as billed.

G.3 Wide Area Workflow (WAWF) Notification

G.3.1 The contractor must notify the Contracting Officer Representative (COR) and Functional Technical Representative (FTR) by email whenever an invoice or public voucher is placed into WAWF for processing and payment. This notification is to ensure timely processing and payment for the invoice or public voucher. The COR or FTR need to review the invoice or public voucher for approval.

\*\*\* END OF NARRATIVE G0001 \*\*\*

**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1. PRODUCTION AND R&amp;D DELIVERY ORDER FAIR OPPORTUNITY PROCEDURES

H.1.1 During or at the conclusion of NIE testing, and unless Exceptions to the Fair Opportunity Process exist under FAR 16.505(b)(2), IDIQ contractors will be given fair opportunity to be considered for award of future Delivery Orders competed among the IDIQ contract holders.

H.1.2 The Bases of Award for future Fair Opportunity Delivery Order competitions is expected to vary based upon the mission and performance needs of the Army Customer funding that Delivery Order, although it is anticipated that most future Delivery Orders will be awarded on a best value trade-off basis considering evaluation Factors in addition to Price. However, the Government may, under what are likely infrequent circumstances, award Delivery Orders on either a Lowest Price/Technically Acceptable or Low Price basis.

H.1.3 Delivery Order awards made on a trade-off basis may also have varying evaluation Factors depending upon the mission and performance objectives of the customer funding the competition. However, it is anticipated that all awards made on a trade-off basis will include a Technical performance evaluation Factor, in addition to Price. Under certain circumstances, the Government may also evaluate Past Performance and Small Business Participation Factors. The Government will assess each of the three factors: (1) Technical, (2) Price, and (3) Small Business Participation (and sub-factors and elements where applicable) in the relative order of importance as described below:

a. Technical is the most important factor and is more important than Price. Price is more important than Small Business Participation.

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

H.1.3.1 Where Delivery Order awards are made on a trade-off basis and include a Technical evaluation, the specific Technical evaluation considerations may also vary based upon the mission and performance objectives of the customer funding the competition. In the significant majority of cases, however, it is anticipated that the evaluation will involve an assessment similar to the following:

a. For the threshold requirements listed in Attachment B, Vehicle Tactical Router product Specification, Document No. V15, 19 November 2012 (column designated "core"), the Government will assess the extent to which the Offeror will achieve the threshold performance levels; and

b. where the Offeror proposes performance to meet an objective requirement in Attachment B, Vehicle Tactical Router product Specification, Document No. v15, 19 November 2012 (column designated "growth"), the Government will assess the extent to which the Offeror's proposed performance level achieves the performance objective.

c. Evaluation of H.1.4.1 (a-b) above will consider NIE test results and any offeror-proposed corrections to failures arising during NIE testing.

H.1.3.2 Technical evaluations under certain Delivery Order awards made on a Trade-off basis may also assess production Capability, depending upon the magnitude of the production effort and the potential risk of meeting the required delivery schedule. In this event, it is anticipated that the production Capability evaluation will involve an assessment similar to the following:

The production Capability Factor will assess the extent to which the offeror is expected to timely deliver supplies satisfying Contract Requirements. Specifically, the Government will assess the offerors proposal for timely delivery of supplies with respect to:

(a) Manufacturing Facilities

(b) Key Tooling and Equipment

(c) production Approach

(d) Time Phased Critical Path

H.1.3.3 The Price Factor evaluation is anticipated to consider the total evaluated Price to the Government, which typically is the sum of all priced Items. This assessment will include an evaluation of the Reasonableness of proposed Prices. The Price Factor evaluation may also include an evaluation of Transportation costs to the Government in the event supplies are delivered on an FOB Origin basis.

H.1.4 The prices proposed for the sum of all items will be considered ceiling prices, including all future task orders to be awarded. Contractors may have the opportunity on future task orders to propose lower prices, but not higher prices than those ceiling prices submitted.

## H.2 LOAN OF PRODUCT FOR NETWORK INTEGRATION EVALUATION (NIE) 14.1

H.2.1 The contractor shall loan a quantity of 13 each of its product [See Note 1 Below] to the Army in support of Army conduct of NIE 14.1. Loan duration will be from Date of Contract Award to up to three weeks following conclusion of NIE 14.1

**Name of Offeror or Contractor:**

culminating field exercise (approximately Nov 30, 2013). The loaned product will reflect the configuration described in the Offerors proposal, unless otherwise agreed to in writing. The loaned product will be marked per paragraph H.2.2 below. Title to the loaned product will remain at all times with the contractor. The loaned product will be made available for return to the contractor during the few weeks immediately following the NIE field exercise.

H.2.2 All loaned product must be conspicuously marked or tagged, in order to visually distinguish it from other (e.g., possibly very similar, competitor- or Army-owned) property within the same area of operations. This will help to identify ownership quickly and easily. Tags/labels should be durable and should include return instructions, including point of contact information and return shipping address, and may include security and maintenance notes (if needed/applicable).

H.2.3 Use and Maintenance. The Army will exercise reasonable care and protection over the product during the Armys possession and use at various NIE facilities. The contractors authorized Field Service Representatives (FSRs), as provided for within Section C Statement of Work of this Contract, will arrange for and be granted periodic access at reasonable time(s) to the loaned product for purposes of inspection, inventory, maintenance or support.

H.2.4 Liability. See Note 2 for Background. The Army is not liable for any loss of, or damage sustained to, the loaned product; the contractor understands and accepts this risk. The Army agrees to indemnify and hold harmless the contractor from any and all liability which may accrue as a result of the Armys use of the loaned product. Notwithstanding the foregoing, neither Party shall be liable for incidental or consequential damages of any kind, nor to any third party for any damages in connection with the loaned product.

Note 1 -- The quantity 13 each of its product consists of:

- (i) the three product samples evaluated during the pre-award Phase II laboratory assessment described in the Solicitation, plus one additional product (as a spare); these four product will continue evaluation in the laboratory environment located at Aberdeen Proving Ground (APG); and
- (ii) quantity nine each product, which will be integrated in a platform if necessary, and evaluated in a field and operational environment located at Ft. Bliss TX or White Sands Missile Range (WSMR).

Note 2 -- The culmination of NIE, which takes place at Ft. Bliss/WSMR is equivalent to a real-world, military operational environment, reflecting exposure to (when applicable) other equipment and interfaces, network loads, platform integration, shock and vibration, confined spaces, increasing environmental exposure, temperature extremes, human/operator interaction, and other situational variables. The loaned product will be subjected to 24/7 operations using trained soldiers who may put it to a wide range and rigor of expected threats and operational performance challenges. This methodology of progressively increasing robustness and harshness through successive NIE phases also carries the attendant increased risk that the loaned product may sustain damage during NIE.

**H.3 SUBMISSION OF SUBCONTRACTING PLAN**

H.3.1 Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

H.3.2 Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a reopening of negotiations.

H.3.3 Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

Name of Offeror or Contractor:

\*\*\* 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 <http://farsite.hill.af.mil/>

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

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)  
 Rock Island - JMTC: <https://acquisition.army.mil/asfi/>  
 Red River Army Depot: <https://acquisition.army.mil/asfi/>  
 Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0103 <b>MOD/AMD</b>	<b>Page 38 of 76</b>
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**Name of Offeror or Contractor:**

(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/forminfopage2126.html>

[End of Clause]

**Name of Offeror or Contractor:**

## 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	52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-14	52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT -- REPORTING REQUIREMENTS	JUL/2010
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-25	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-31	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-33	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-34	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-35	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-36	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-37	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-40	52.223-16	STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC/2007
I-41	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-46	52.232-1	PAYMENTS	APR/1984

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 40 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-47	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-48	52.232-17	INTEREST	OCT/2010
I-49	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-50	52.232-25	PROMPT PAYMENT	OCT/2008
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-52	52.233-1	DISPUTES	JUL/2002
I-53	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-54	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-55	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-58	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-59	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-60	52.245-9	USE AND CHARGES	APR/2012
I-61	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-62	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-63	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-64	52.248-1	VALUE ENGINEERING	OCT/2010
I-65	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-66	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-67	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-70	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-71	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-72	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-73	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-74	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-75	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-76	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-77	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-78	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-79	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-80	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-81	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	FEB/2012
I-82	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-83	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-84	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-85	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-86	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-87	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-88	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-89	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-90	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-91	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-92	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-93	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-94	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-95	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-96	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-97	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-98	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-99	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-100	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-101	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012

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

Page 41 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-102	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-103	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
I-104	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-105	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-106	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-107	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-108	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-109	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-110	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-111	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-112	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-113	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-114	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002

I-115 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2016.

(End of Clause)

I-116 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

I-117 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION MAY/2006

(a) Contract line item(s) 0001 through 0006 on task order 0001 are incrementally funded. For these item(s), the sum of \$400,000 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Governments convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

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

Page 42 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

**Name of Offeror or Contractor:**

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractors best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractors notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled Disputes.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$400,000

SOW REF.	EVENT	PAYMENT AMOUNT
C.3.1 and C.3.2	Product Delivery	\$25,000
C.3.4	Golden Vehicle Design	\$50,000
C.3.5	3.5 Fleet Build	\$100,000
C.3.7	VALEX	\$100,000
C.3.9	NIE	\$100,000
C.3.10	Recovery	\$25,000

(End of clause)

I-118

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.

**Name of Offeror or Contractor:**

(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)

I-119

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

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

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

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

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

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

(3) For long-term contracts

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at [\\*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards"](http://www.sba.gov/content/table-small-business-size-standards)<http://www.sba.gov/content/table-small-business-size-standards>

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 44 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

(End of clause)

I-120                      52.223-3                      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                      JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
  - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 45 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

(End of Clause)

I-121            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-122            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-123            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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 46 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

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I-124            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984

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

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

(End of Clause)

I-125            252.223-7001            HAZARD WARNING LABELS            DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.)            ACT

_____	_____
_____	_____
_____	_____

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

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

(End of clause)

I-126            52.216-4722            ORDERING FOR MULTIPLE AWARDS (SUPPLY)            JUL/2010

(a) Each awardee shall be provided a fair opportunity to be considered for each order in excess of \$3,000.00, unless one of the exceptions outlined in subparagraph b is met. The Contracting Officer, in making decisions in the award of any individual delivery order, shall consider price or cost under each order as one of the factors in the selection decision. The Contracting Officer may also consider the following items when developing the factors in the selection decision, tailored for each individual order:

- (1) contractor's record of past performance on earlier orders under the multiple award contract, including quality, timeliness and cost control,

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

Page 47 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

**Name of Offeror or Contractor:**

- (2) potential impact on other orders placed with the contractor,
- (3) minimum order requirements, and

(4) such other factors as the Contracting Officer believes should be taken into account in the best interest of the Government.

The Contracting Officer may use streamlined procedures, including oral presentations, when selecting an order awardee. The competition requirements of FAR Part 6 and the policies of FAR subpart 15.3 do not apply to the ordering process and the Contracting Officer is not required to use a formal evaluation plan or scoring of offers. Additionally, if the order does not exceed the simplified acquisition threshold, the Contracting Officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. A multiple contract awardee may at any time after contract award offer a lower price than that provided for in this contract, and the Contracting Officer may accept the contractor's lower cost/price in making decisions in the award of any order.

(b) Awardees need not be given a fair opportunity to be considered for a particular order in excess of \$3,000.00 under this contract if the Contracting Officer determines that:

- (1) the agency need for the supplies or services is of such urgency that providing a fair opportunity would result in unacceptable delays;
- (2) only one contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (3) the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
- (4) it is necessary to place an order to satisfy a minimum guarantee.

(c) Delivery orders are not subject to protest under FAR Subpart 33.1, unless the order is in excess of \$10 Million, increases the scope, period, or maximum value of the contract. However, concerns with the award of orders can be brought to the attention of the Army Contracting Command - Warren (DTA) ombudsperson, Ms. LaRuth Sheperd (Army Contracting Command - Warren (DTA), Michigan), AMSTA-CSC-M, (586) 282-6597.

[End of Clause]

I-127

52.216-4723

ORDERING FOR MULTIPLE AWARDS (SERVICE)

JUN/2005

(a) Each awardee shall be provided a fair opportunity to be considered for each order in excess of \$3,000, unless one of the exceptions outlined in subparagraph b is met. The Contracting Officer, in making decisions in the award of any individual task order, shall consider price or cost under each order as one of the factors in the selection decision. The Contracting Officer may also consider the following items when developing the factors in the selection decision, tailored for each individual order:

- (1) contractor's record of past performance on earlier orders under the multiple award contract, including quality, timeliness and cost control,
- (2) potential impact on other orders placed with the contractor,
- (3) minimum order requirements, and
- (4) such other factors as the Contracting Officer believes should be taken into account in the best interest of the Government.

The Contracting Officer may use streamlined procedures, including oral presentations, when selecting an order awardee, and should keep contractor submissions to a minimum. The competition requirements of FAR Part 6 and the policies of FAR subpart 15.3 do not apply to the ordering process and the Contracting Officer is not required to use a formal evaluation plan or scoring of offers.

(b) When competing the order, the Contracting Officer must

- (1) provide a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform

**Name of Offeror or Contractor:**

and the basis upon which the contracting officer will make the selection, to all contractors offering the required services under the multiple award contract; and

(2) afford all contractors responding to the notice a fair opportunity to submit an offer and have the offer fairly considered.

(c) Each order for services exceeding \$3,000 shall be placed on a competitive basis in accordance with paragraphs (a) and (b) above, unless the contracting officer waives this requirement on the basis of a written determination that -

(1) One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order; or

(2) A statute expressly authorizes or requires that the purchase be made from a specified source.

(d) A multiple contract awardee may at any time after contract award offer a lower price than that provided for in this contract, and the Contracting Officer may accept the contractor's lower cost/price in making decisions in the award of any order.

(e) Task orders are not subject to protest under FAR Subpart 33.1, unless the order increases the scope, period, or maximum value of the contract. However, concerns with the award of orders can be brought to the attention of the Army Contracting Command - Warren (DTA) Ombudsperson, Ms. LaRuth Shepherd (Army Contracting Command - Warren (DTA, Michigan), AMSTA-AQ-C, (586) 574-6597.

[End of Clause]

I-128

52.217-4007  
(TACOM)

OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM

JUN/2005

The Government may require the delivery of the numbered line item(s), identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 days after the end of the last ordering year. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

[End of Clause]

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

Page 49 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	VTR PRODUCT SPECIFICATION	15-NOV-2012	001	EMAIL
Exhibit B	CONTRACT DATA REQUIREMENTS LIST	12-DEC-2012	001	EMAIL
Exhibit C	ACCEPTABLE DATA PACKAGE	12-DEC-2012	001	EMAIL
Attachment 0001	CAPABILITIES REQUIREMENTS MATRIX	12-NOV-2012	010	EMAIL
Attachment 0002	PRODUCT INFORMATION	12-DEC-2012	002	EMAIL
Attachment 0003	SAFETY ASSESSMENT REPORT	12-DEC-2012	003	EMAIL
Attachment 0004	INFORMATION ASSURANCE QUESTIONNAIRE	12-DEC-2012	006	EMAIL
Attachment 0005	TRAINING PLAN AND DRAFT TRAINING SUPPORT PACKAGE	12-DEC-2012	002	EMAIL
Attachment 0006	MANUFACTURING READINESS QUESTIONNAIRE	12-DEC-2012	003	EMAIL
Attachment 0007	SOFTWARE MAINTENANCE UPGRADE PLAN	12-DEC-2012	001	EMAIL
Attachment 0008	COMMERCIAL WARRANTY	12-DEC-2012	001	EMAIL
Attachment 0009	QUALITY ASSURANCE SURVEILLANCE PLANS	12-DEC-2012	001	EMAIL
Attachment 0010	LABORATORY TEST-BED ARCHITECTURE	12-DEC-2012	001	EMAIL
Attachment 0011	ITEM AND SERVICES PRICING	12-DEC-2012	003	EMAIL
Attachment 0012	DATA ITEM DESCRIPTION	12-DEC-2012	001	EMAIL
Attachment 0013	DD254	19-DEC-2012	005	EMAIL

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

Page 50 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

**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/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>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
K-2	52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY/2008
K-3	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-4	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	SEP/2010
K-5	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-6	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-7	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-8	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-9	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-10	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) -- ALTERNATE I (APR 2011)	APR/2011

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334210 - Local Area Network (LAN) Communications Equipment.

(2) The small business size standard is 1,000.

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

## (b) Representations.

(1) The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  
 \_\_\_ is,  
 \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  
 \_\_\_ is,  
 \_\_\_ is not a women-owned small business concern.

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

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

(ii) It \_\_\_ is,  
 \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the

**Name of Offeror or Contractor:**

representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

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

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

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

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

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

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

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

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  
\_\_\_ is,  
\_\_\_ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is  
\_\_\_ is,  
\_\_\_ is not a service-disabled veteran-owned small business concern.

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

**Name of Offeror or Contractor:**

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

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

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

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

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

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 53 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

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

(End of Provision)

K-11            52.203-2            CERTIFICATE OF INDEPENDENT PRICE DETERMINATION            APR/1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

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

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

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

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

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

(2)

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

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

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

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

(End of Provision)

K-12            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)

**Name of Offeror or Contractor:**

K-13                      52.207-4                      ECONOMIC PURCHASE QUANTITY-SUPPLIES                      AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-14                      52.209-5                      CERTIFICATION REGARDING RESPONSIBILITY MATTERS                      APR/2010

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

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

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

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

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

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

(2) Examples.

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

Page 55 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

K-15 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

FEB/2012

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 56 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

K-16            52.222-22            PREVIOUS CONTRACTS AND COMPLIANCE REPORTS            FEB/1999

The offeror represents that --

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

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

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

(End of Provision)

K-17            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984

The offeror represents that

(a) It [ ] has developed and has on file,

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

**Name of Offeror or Contractor:**

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

(End of Provision)

K-18            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

[ ] (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-19            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE            MAR/2001  
(TACOM)

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 58 of 76**

**PIIN/SIIN** W56HZV-13-R-0103

**MOD/AMD**

**Name of Offeror or Contractor:**

[End of Provision]

K-20 52.215-4010 AUTHORIZED NEGOTIATORS  
(TACOM)

JUN/2008

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

NAME

TITLE

TELEPHONE NUMBER

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

[End of Provision]

K-21 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)  
(TACOM)

OCT/2008

(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]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0103 <b>MOD/AMD</b>	<b>Page 59 of 76</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SUMMARY OF THE NETWORK INTEGRATION EVALUATION (NIE) SOURCE SELECTION PROCESS

The Government intends to award Multiple Award Task Order contracts. The pre-NIE award is fully discussed in Sections L & M of this RFP. The post NIE award is fully discussed in Section H.1.

The pre-NIE Source Selection will be based on two stages: (I) the Proposal Evaluation and (II) a Laboratory Assessment.

The Proposal Evaluation will evaluate the technical proposal on an acceptable/non-acceptable basis in accordance with M.4.3. All products deemed acceptable in the Proposal Evaluation will be invited to participate in a Laboratory Assessment at Aberdeen Proving Grounds (APG), MD.

The Laboratory Assessment will inspect and test compliance with the Specification Document (Exhibit A, Vehicle Tactical Router Product Specification, Document No. V15, dated 19 November 2012) and Capabilities Requirements Matrix (Attachment 0001) identified in L.5.1. Based on the Technical acceptability proven in a Laboratory Assessment and a separate Affordability Assessment (which will be based on funding for NIE Systems Under Evaluation (SUE) participation), Multiple Award Task Order (MATO) contracts will be awarded on a Lowest Price Technically Acceptable Basis.

Multiple Awards are anticipated as a result of this evaluation. Contracts will be initially awarded for participation in the LBRR and NIE 14.1. These initial awards and corresponding first task orders will represent the minimum order as that term is defined in terms of minimum order quantity for Indefinite Delivery Indefinite Quantity (IDIQ) contracts. Each contract will contain line items for possible post award procurement of additional products and support. However, the Government does not guarantee the award of any future task orders on the contract. The Government makes no guarantee that the additional post procurement items will be awarded.

Upon completion of NIE, the Army may decide to incorporate this technology into a future NIE exercise or into a capability set fielding. Upon Army direction, post-NIE competitions may be conducted among the MATO holders per contract special provision H.1.

L.1 PROPOSAL FORMAT AND QUANTITY INSTRUCTIONS

L.1.1 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section M, Basis for Award, sets forth evaluation criteria and the relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US Dollars. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. Offers shall be submitted via Army Single Face to Industry (ASFI) website at <https://acquisition.army.mil/asfi/>

- Cover Letter
- Volume Title
- Solicitation Number
- Volume I Contract
- Volume II: Technical
- Volume III: Price

L.1.1.1 Paper Copies. Paper copies of offers will not be accepted.

L.1.1.2 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.2 NOTICE REGARDING ELECTRONIC PROPOSAL SUBMISSION.

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

L.2.2. Offerors are cautioned that an offer is not considered received until the final submission via the Army Single Face to Industry (ASFI) Bid Response System (BRS) and the time stamped bid summary is generated, which is not instantaneous. For this reason, offerors should begin your file upload well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award. If the ASFI-BRS confirmation time stamp does not indicate a date and time prior to the solicitation closing date and time indicated in the solicitation (RFP), the proposal shall be rejected as late unless one of the exceptions outlined in FAR 52.215-1 applies.

L.2.3. Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of email bandwidth, offerors may be required to submit proposals in multiple uploads. Due to the expedited evaluation schedule, it is critical that all offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes. It is important to note that up to five files can be uploaded at one time. The combined size of five files cannot exceed 10MB. Offerors should break attachments into smaller files or use the upload

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0103	<b>Page 60 of 76</b> <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

utility multiple times if files exceed the 10MB size limit.

L.2.4. Offerors are requested to the maximum extent practical not to provide attachments from multiple volumes within messages; each message should include attachments from only one volume.

L.2.5 Electronic Copies. Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

- a. Files in either MS Windows Vista/Microsoft Office 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- b. Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- c. Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

L.2.6 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

(c) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer shall immediately notify the offeror and permit the offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for determining timeliness under 15.208(a) provided the offeror complies with the time and format requirements for resubmission prescribed by the contracting officer.

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

L.3 PROPOSAL INSTRUCTIONS, FORMAT, AND CONTENT

L.3.1 Extreme care and attention should be given to ensure that all required items are included in the proposal.

L.3.1.1 The Contractor shall provide an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message.

L.4 VOLUME I PROPOSAL TERMS & CONDITIONS

In this Volume Offerors shall provide:

L.4.1 A scanned image of the SF 33 solicitation cover page signed by a person authorized to sign proposals on behalf of the Offeror. Blocks 12, 13, 15A, 15B, 16, 17, and 18 of the SF 33 must be filled in by offeror.

L.4.2 One copy of this solicitation (Sections A-K) with all clause and other fill-ins completed. ORCA certifications need not be separately submitted.

L.4.3 An affirmative statement that the Offeror proposes to meet all the requirements of Section C, including intent to provide NIE laboratory product and support (pre-award).

L.4.4 If the Government determines your technical proposal to be acceptable based on the criteria at M.4.3, the offeror will be notified by the Contracting Officer to attend the initial Laboratory Assessment at APG. Therefore, the offeror, in this volume, shall provide a statement that upon Contracting Officer notification, the offeror shall provide the following hardware and field support for subject Laboratory Assessment:

1. Three sets of tactical routers and ancillary items, such as cables and connectors.
2. Laboratory engineering support for a maximum of two 40 hour weeks

The Laboratory testing will take approximately five days. Offerors shall be required to provide on-site technical support for product configuration and operational training to Government testers. The offerors technical representatives shall assist in the setup of the product samples and configure each tactical router for operational test. Offerors shall provide written procedures, concurrently with their products, providing step-by-step instructions for system operational performance. Offerors shall provide all special tools or equipment required to perform any product configurations.

L.4.5 A statement of agreement to all the terms, conditions, and provisions of this solicitation.

L.4.6 Organizational Conflict of Interest.

**Name of Offeror or Contractor:**

L.4.6.1 The offeror shall provide an affirmative statement that the offeror does not have an Organizational Conflict of Interest as it applies to this solicitation.

L.4.6.2 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award under this solicitation. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.4.6.3 Offerors shall 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 the recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to avoid the conflict. Mitigation is considered only if it is not practical to avoid the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

## L.5. VOLUME II TECHNICAL

The Technical Volume consists of two sections: (1) Core Capabilities and (2) NIE Planning Documentation.

## L.5.1 Core Capabilities

Offerors shall clearly establish conformance with Core requirements of a Vehicle Tactical Router, as prescribed in Exhibit 001, Vehicle Tactical Router Product Specification, by submitting:

1. A completed Capabilities Requirements Matrix (Attachment 0001).

2. Supporting compliance documentation. The offeror must provide information that substantiates responses to the Capabilities Requirements Matrix. Unsubstantiated claims will make the offeror ineligible for award. Documents shown as Required must be submitted. Additional documentation can be submitted if any of the core requirements are not demonstrated by the Required submissions.

A. A published data sheet describing the functional capabilities of the router being proposed by model number and software release number. Cite the location and date of publication.

B. A Product Performance Specification (Required)

C. Engineering Drawings indicating dimensions and physical interfaces (Required)

D. Any one of these documents or equivalent describing the functional capabilities of the router being proposed by model number and software release number (Required):

I. Software Description Document

II. Software Design Specification

III. Other software feature documentation citing the documentation source and describing the features of the router

E. The tactical router configuration guide or equivalent describing the procedures for invoking the features of the tactical router in the configuration by model number and software release number (Required).

F. Functional Test Report verifying the features of the Tactical Router by model number and software release number. The test report must include a description of the test configuration, equipment used, router configuration and results of the test verifying the feature implementation.

G. Performance Test Report verifying the performance of the Tactical Router by model number and software release number. The test report must include a description of the test configuration, equipment used, router configuration and results of the test verifying the performance.

H. Verification of environmental characteristics by one of the following (Required):

I. Environmental Test Report verifying the environmental characteristics of the tactical router.

The test report shall cite the method used to comply with the specification for MIL-STD-810G (or prior version).

<http://www.cvgstrategy.com/uploads/MIL-STD-810G.pdf>

II. Third-party certification by a qualified testing laboratory verifying that the tactical router, by model and software release number has passed the required environmental test citing the method used.

I. Reliability analysis of the model number and software release number calculated in accordance the MIL-HDBK-217 basic reliability model and the specification requirements of 3.15.1.1 Mean Time Between Failures (MTBF) (Required).

[http://www.google.com/url?sa=t&rct=j&q=&esrc=s&frm=1&source=web&cd=1&sqi=2&ved=0CDIQFjAA&url=http%3A%2F%2Fsnebulos.mit.edu%2Fprojects%2Freference%2FMIL-STD%2FMIL-HDBK-217F-Notice2.pdf&ei=TubQUIb-F-6p0AH00cHwAw&usq=AFQjCNHharE7cGItSxmJ6wEPvPOOs\\_DnSg&bvm=bv.1355534169,d.dmQ](http://www.google.com/url?sa=t&rct=j&q=&esrc=s&frm=1&source=web&cd=1&sqi=2&ved=0CDIQFjAA&url=http%3A%2F%2Fsnebulos.mit.edu%2Fprojects%2Freference%2FMIL-STD%2FMIL-HDBK-217F-Notice2.pdf&ei=TubQUIb-F-6p0AH00cHwAw&usq=AFQjCNHharE7cGItSxmJ6wEPvPOOs_DnSg&bvm=bv.1355534169,d.dmQ)

J. Certification by the offeror that materials used in the fabrication of the vehicle tactical router are fungus resistant in accordance with MIL-HDBK-454 (Required)

<http://www.google.com/url?sa=t&rct=j&q=&esrc=s&frm=1&source=web&cd=2&ved=0CDsQFjAB&url=http%3A%2F%2Fwww.everyspec.com%2FMIL-STD%2FMIL->

**Name of Offeror or Contractor:**

STD-0300-0499%2Fdownload.php%3Fspec%3DMIL-STD-464B\_NOTICE-1.028313.pdf&ei=N-TQULvYIsmn0gGhroDQAQ&usg=AFQjCNEbkRatyi6iP5yOoIYd\_fmJrFYsog

L.5.2 NIE Planning Documentation

The offerors shall provide the following NIE Planning Documents listed below, completely filled in, as prescribed in the following Attachments (0002 through 0008). This additional data will assist the Government in confirming that the full scope of requirements has been communicated and is understood by the offeror. The Government may use this information for market research or requirements clarification.. This information must be submitted for the offeror to be considered responsive but will not be formally evaluated as a part of the pre-NIE Source Selection Process.

- A. Attachment 0002 - Product Information
- B. Attachment 0003 - Safety Assessment Report
- C. Attachment 0004 - Information Assurance Questionnaire
- D. Attachment 0005 - Training Plan and Draft Training Support Package (TSP)
- E. Attachment 0006 - Manufacturing Readiness Questionnaire
- F. Attachment 0007 - Software Maintenance and Upgrade Plan
- G. Attachment 0008 - Commercial Warranty

L.6 VOLUME III: PRICE

L.6.1 Offerors shall provide the following:

The prices requested below shall be submitted using Attachment 0011, Items and Services Pricing. The completed Attachment 0011 shall be submitted in its original Excel format.

L.6.2 The total price will be calculated and evaluated as specified in section M.4.4.

L.6.3 In addition to the below information, the Government reserves the right to request additional or more detailed price breakdown data to support its determination of price reasonableness.

L.6.4 RESERVED

L.6.5 NIE and LBRR Task Order 0001 Basic Award. Line Item 0001, to be awarded on Task Order 0001, has a predetermined dollar amount of \$400,000 already identified with it, as this is the fixed price amount, as determined by Government estimate, that a contractor will receive for performance at the NIE and LBRR, as detailed in the Statement of Work in Section C. This amount is not negotiable.

L.6.6 NIE and LBRR Task Order 0001 Vehicle Tactical Routers (Option). Item 0002 is an option for the Government to acquire up to 150 routers for use at either the NIE exercise or at LBRR. This option provision would be included as part of the first task order to be awarded against awarded contracts. The offeror must provide a router unit price for each of the quantity ranges below (Router prices should be proposed on a Freight on Board (F.O.B.) Destination basis:

<u>Quantity</u>	<u>Unit Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

Note that multiple options could be exercised by the Government up to a quantity of 150, and that each partial option the Government may exercise will stand alone regarding quantity pricing (the number of routers for each option exercise will not be cumulatively added together by the Government to attain a higher quantity range price on future task orders).

L.6.7 NIE and LBRR Task Order 0001 Field Service Representative (FSR) (Option). Item 0003 and its associated sub-items, are for the Government to acquire additional FSR support for NIE or LBRR events (over-and-above the minimum level of FSR support already required and included in item 0001 Basic Award price, L.6.5 above; refer to SoW paragraphs C.3.3 (LBRR) through C.3.10 (Recovery). These FSR option provisions will be included (unexercised) as part of the first task order awarded on each contract. The offeror must provide FSR lot prices for each range in the sub-items below, based on the quantity ranges included in a potential exercise of the vehicle tactical router option. Note that multiple options could be exercised by the Government, and that each partial option the Government may exercise will stand alone regarding quantity range pricing (the quantity for each option exercise will not be cumulatively added together by the Government to attain a higher quantity range price on future task orders). The lot price will be the same for all vehicle tactical router quantities within each range.

**Name of Offeror or Contractor:**

L.6.7.1 Task Order 0001 FSR LBRR (Option). Item 0003AA is for the Government to acquire additional FSR support for NIE or LBRR event LBRR. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.7.2 Task Order 0001 FSR NIE Golden Vehicle Design (Option). Item 0003AB is for the Government to acquire additional FSR support for NIE or LBRR event Golden Vehicle Design. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.7.3 Task Order 0001 FSR NIE Fleet Build (Option). Item 0003AC is for the Government to acquire additional FSR support for NIE or LBRR event Fleet Build. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.7.4 NIE and LBRR Task Order 0001 FSR New Equipment Training (Option). Item 0003AD is for the Government to acquire additional FSR support for NIE or LBRR event NET. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.7.5 Task Order 0001 FSR NIE Validation Exercise (VALEX) (Option). Item 0003AE is for the Government to acquire additional FSR support for NIE or LBRR event VALEX. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.7.6 Task Order 0001 FSR NIE Communication Exercise (COMMEX) and Field Exercise (FIELDEX) (Option). Item 0003AF is for the Government to acquire additional FSR support for NIE event COMMEX and FIELDEX. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

**Name of Offeror or Contractor:**

L.6.7.7 Task Order 0001 FSR NIE Pilot (Option). Item 0003AG is for the Government to acquire additional FSR support for NIE or LBRR event Pilot and NIE. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.7.8 Task Order 0001 FSR NIE Recovery (Option). Item 0003AH is for the Government to acquire additional FSR support for NIE or LBRR event Recovery. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.8 Future NIE Exercise and Production First Article Test. Item 0004 is for a First Article Test for future NIE exercise and production. The offeror must provide a lot price for this First Article Test below:

	<u>Lot Price</u>
First Article Test	_____

Note that the First Article Test may be acquired under a future task order beyond Task Order 0001. The price proposed above will be considered a ceiling price for a future task order to be awarded. Contractors may have the opportunity on a future task order to propose a lower price, but not a higher price than that listed above.

L.6.9 Future NIE Exercise and Production Vehicle Tactical Routers. Item 0005 is for the Government to acquire up to 1,000 routers for future NIE exercises and/or production. The offeror must provide a router unit price for each of the ranges below (Router prices for item 0005 should be proposed on a Freight on Board (F.O.B.) Destination basis):

<u>Quantity</u>	<u>Unit Price</u>
1-100	_____
101-200	_____
201-500	_____
501-1,000	_____

Note that these routers may be acquired under a future task order beyond Task Order 0001. The prices proposed above will be considered ceiling prices for all future task orders to be awarded. Contractors may have the opportunity on future task orders to propose lower prices, but not higher prices than those ceiling prices listed above. Each task order will stand alone regarding quantity pricing (the number of routers for each task order will not be cumulatively added together by the Government to attain a higher quantity range price). The Government will not exceed a total quantity of 1,000 routers across all future task orders (and options within those task orders if applicable) on any one contract.

L.6.10 Future NIE Exercise FSR. Item 0006, defined by the specific items below (0006AA 0006AH), are for the Government to acquire additional FSR support for future NIE exercise events. The offeror must provide FSR lot prices, for each range in the sub-items below, based on potential quantities of vehicle tactical routers included in future task orders. Note that each future task order will stand alone regarding quantity pricing (the quantity for each future task order will not be cumulatively added together by the Government to attain a higher quantity range price). The lot price will be same for all vehicle tactical router quantities within each range. The prices proposed for each sub-Item below will be considered ceiling prices for all future task orders to be awarded. Contractors may have the opportunity on future task orders to propose lower prices, but not higher prices than those listed below.

**Name of Offeror or Contractor:**

L.6.10.1 Future NIE Exercise FSR LBRR. Item 0006AA is for the Government to acquire additional FSR support for future NIE Exercise event LBRR. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.10.2 Future NIE Exercise FSR Golden Vehicle Design. Item 0006AB is for the Government to acquire additional FSR support for future NIE Exercise event Golden Vehicle Design. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.10.3 Future NIE Exercise FSR Fleet Build. Item 0006AC is for the Government to acquire additional FSR support for future NIE Exercise event Fleet Build. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.10.4 Future NIE Exercise FSR NET. Item 0006AD is for the Government to acquire additional FSR support for future NIE Exercise event NET. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.10.5 Future NIE Exercise FSR Validation Exercise (VALEX). Item 0006AE is for the Government to acquire additional FSR support for future NIE Exercise event VALEX. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.10.6 Future NIE Exercise FSR Communication Exercise (COMMEX) and Field Exercise (FIELDEX). Item 0006AF is for the Government to acquire additional FSR support for future NIE Exercise event COMMEX and FIELDEX. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

**Name of Offeror or Contractor:**

L.6.10.7 Future NIE Exercise FSR Pilot and NIE. Item 0006AG is for the Government to acquire additional FSR support for future NIE Exercise event Pilot and NIE. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.10.8 Future NIE Exercise FSR Recovery. Item 0006AH is for the Government to acquire additional FSR support for future NIE Exercise event Recovery. The offeror must provide FSR lot prices based on each of the vehicle tactical router ranges below:

<u>Quantity</u>	<u>Lot Price</u>
1-25	_____
26-50	_____
51-100	_____
101-150	_____

L.6.11 Future NIE Exercise and Production Environmental Stress Screening (ESS)/Highly Accelerated Stress Screening (HASS). Item 0007 is for ESS/HASS for future NIE exercise and production. The offeror must provide a lot price for this ESS/HASS below:

	<u>Lot Price</u>
ESS/HASS	_____

Note that the ESS/HASS may be acquired under a future task order beyond Task Order 0001. The price proposed above will be considered a ceiling price for a future task order to be awarded. Contractors may have the opportunity on a future task order to propose a lower price, but not a higher price than that listed above.

L.6.12 Future NIE Exercise and Production Annual Software Maintenance. Item 0008 is for annual software maintenance for future NIE exercise and production. The offeror must provide a lot price for this annual software maintenance below:

	<u>Lot Price</u>
Annual Software Maintenance	_____

Note that the annual software maintenance may be acquired under a future task order beyond Task Order 0001. The price proposed above will be considered a ceiling price for a future task order to be awarded. Contractors may have the opportunity on a future task order to propose a lower price, but not a higher price than that listed above.

**L.7 Government Support Contractors (GSC)**

Offerors are advised that Government support contractors (GSCs) that are employees of PEO C3T PdM NS, Infrared Vision L.L.C., Applied Communications Sciences, Scientific Research Corporation, Mitre, FemmeComp Inc., Excentium Inc., Netorian, and Jacobs (information identified below) may serve as evaluators in, or provide support to, the source selection process.

L.7.1 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.7.2 By Close of Business on 18 January 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

**Name of Offeror or Contractor:**

sent to the Contracting Officer via electronic mail to Jaclyn.flewelling@us.army.mil or via postal mail to Jaclyn Flewelling, Contracting Officer, US Army TACOM (Attn: CCTA-ASG-A), 6501 E. Eleven Mile Road, Mailstop 322, Warren, MI 48397-5000. The executed agreements shall be submitted with offeror's proposal. If an offeror feels they will not be able to reach an agreement with any of the listed GSCs below they shall immediately notify the Contracting Officer via electronic mail at Jaclyn.flewelling@us.army.mil.

L.7.3 The contact information for the GSCs identified above is the following:

PEO C3T, PdM NS

POC: Jeff Judka, (443) 395-1023

mailto:jeffrey.judka.ctr@mail.mil

Infrared Vision, L.L.C.

POC: Steven Holt, (703) 545-4987

mailto:steven.l.holt12.ctr@mail.mil

Applied Communications Sciences

POC: Kurt Chang, (732) 266-7675

mailto:kchang@appcomsci.com

Scientific Research Corporation

POC: Frank Halloran (973) 724-9744

mailto:frank.j.halloran.ctr@mail.mil

Mitre

POC: Kevin Farmer, (732) 693-4883

mailto:kfarmer@mitre.org

FemmeComp Inc.

POC: Dale Dickman, (703) 545-1463, Paul Goldberg (703) 545-1463

mailto:dale.dickman@us.army.mil, mailto:paul.goldberg.ctr@mail.mil

Excentium Inc.

POC: Charles Longo, (703) 545-4620

mailto:charles.m.longo.ctr@mail.mil

Netorian

POC: Jacob Johnson, (623)-451-0685, Allan Guerriero (443)-619-8914

mailto:jjohnson@netorian.com, mailto:aguerriero@netorian.com

Jacobs

POC: Chris Start, (586) 282-9534

mailto:christopher.l.start.ctr@mail.mil

\*\*\* 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.

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

Page 68 of 76

PIIN/SIIN W56HZV-13-R-0103

MOD/AMD

**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.237-1	SITE VISIT	APR/1984
L-6	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-7	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-8	252.215-7008	ONLY ONE OFFER	JUN/2012
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of multiple IDIQ contracts resulting from this solicitation.

(End of Provision)

L-11	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.

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

(End of Provision)

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 69 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103 MOD/AMD	

**Name of Offeror or Contractor:**

(End of clause)

L-14            52.204-4700            TEMPORARY GUIDANCE FOR ELECTRONIC SUBMISSION OF OFFERS            OCT/2012  
(WARREN)

Currently the ASFI/BRS system is unavailable due to technical difficulties, Contractors are authorized to utilize procedures for submitting electronic offers in accordance with "Temporary Vendor Guidance" instructions found on the TACOM PROCNET website: <http://contracting.tacom.army.mil/CPDATA/SOL/SOL01.CFM> and for format, specifically in paragraph 2 of Requirement for Electronic Submissions found at: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>. Contractors should remember to consider solicitation closing time when preparing to submit an offer using the U.S. Postal System.

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

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

(b) Definitions:

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

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

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

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

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

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

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

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

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

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

[End of Provision]

L-16            52.215-4404            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

**Name of Offeror or Contractor:**

security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

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

[End of Provision]

L-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

**Name of Offeror or Contractor:**

Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840

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

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

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

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

(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]

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

## SECTION M

## M.1 BASIS FOR AWARD

## M.1.1 GENERAL:

The Government intends to award multiple contracts for the Vehicle Tactical Router as a result of this solicitation.

Selection of the successful offerors shall be made following a two-stage assessment of each proposal against the requirements described herein and the criteria set forth below. Base awards and initial task orders will be made using a Lowest Price Technically Acceptable (LPTA) source selection process in accordance with (IAW) FAR 15.101-2, which will be a two staged process that will result in the award of Multiple Award Task Order (MATO) Contracts.

Any post-NIE 14.1 requirement will be competed amongst MATO holders and award will be made using either a best value source selection process (IAW) FAR 15.101, LPTA, or lowest price. (See H.1)

M.1.2 AWARD WITHOUT DISCUSSIONS. This RFP includes FAR 52.215-1 Instructions to offerors Competitive Acquisition in Section L which advises offerors that the Government intends to award without conducting discussions. Where awards will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offeror's initial proposal should contain the offeror's best terms from a Price and non-Price standpoint. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary.

## M.2 REJECTION OF OFFERS

M.2.1 Offerors shall carefully read, understand, and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer in writing before the closing date of this solicitation. The circumstances that may lead to the rejection of a proposal are:

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

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

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

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

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

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

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

M.2.1.4 The proposal is unbalanced as to cost or price. An unbalanced offer is one which is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price for each year.

M.2.1.5 The proposal price is unreasonable or unaffordable.

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

M.2.1.7 The proposal fails to provide the completed planning documents identified in L.5.2.

M.2.1.8 The proposal fails to provide an affirmative statement that upon Contracting Officer notification, the offeror will provide the routers and laboratory engineering support as identified in L.4.4.

## M.3. EVALUATION PROCESS

## M.3.1 SOURCE SELECTION AUTHORITY

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0103 <b>MOD/AMD</b>	<b>Page 73 of 76</b>
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**Name of Offeror or Contractor:**

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 SOURCE SELECTION EVALUATION BOARD (SSEB)**

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

**M.3.3 RESPONSIBILITY**

**M.3.3.1. Determination of Responsibility and Eligibility for Award.** Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who can satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the offerors financial ability to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or its Significant Subcontractors) to aid the PCO in the evaluation of each offerors proposal and ensure that a selected Contractor is responsible. No award can be made to an offeror who has been determined to be not responsible by the 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 and/or financial 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 nonresponsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

**M.4 EVALUATION FOR NIE BASE CONTRACT AWARD**

**M.4.1 Selection of the successful offeror(s)** shall be made using a two stage evaluation process set forth herein. The Government reserves the right to reject offers, in accordance with solicitation provision M.2 "Rejection of Offers" above. This Government evaluation is the Lowest Price Technically Acceptable basis for making award decisions. Up to ten of the Lowest Priced Technically Acceptable offers may receive a contract award.

**M.4.2 Evaluation:**

- (1) Stage I of the LPTA evaluation is a technical assessment based on the information provided in the offerors proposal.
- (2) Stage II of the LPTA evaluation will be a continued technical assessment in a laboratory, a price assessment, and an affordability assessment. Only those offerors found to be technically acceptable in Stage I will be evaluated in Stage II.

**M.4.3 Volume II - TECHNICAL**

**M.4.3.1. Technical Evaluation: Stage I**

Stage I of this Technical evaluation will be an assessment of product compliance to the core requirements of the Tactical Router Specification. Proposals will be rated as Acceptable or Not Acceptable. The evaluators will review data required in L.5.1. An Acceptable Proposal demonstrates the proposed router will meet each of the core requirements marked D in Method column of the Specification, as evidenced by the offeror's answers to Capability Requirements Matrix (Attachment 0001) and the information submitted in support thereof (required capabilities support documentation). In order to be considered for award, offeror's proposals must be rated Acceptable for 100 percent of the Core Requirements. Any offeror's proposal assessed as Not Acceptable under the Technical evaluation will be ineligible for award. Offerors whose Technical proposals are rated not acceptable will be notified that the proposal will no longer be considered for award.

**M.4.3.2 Technical Evaluation: Stage II**

Those offerors rated acceptable against the Stage I Technical criteria will be asked to provide three product samples, on-site integration support, and operational training to Laboratory Technicians at APG for Stage II, Laboratory Assessment, of the evaluation process in accordance with (IAW) L.4.4.

Stage II of this Technical Acceptability evaluation will consist of a physical technical assessment in the lab to validate product compliance with the core tactical router specification requirements (marked T in Method column of the Specification). The tactical

**Name of Offeror or Contractor:**

routers will be inspected, then tested on a stand-alone basis in a lab environment (as depicted in Attachment 0010, Laboratory Test-Bed Architecture).

Under Stage II of the LPTA evaluation, those proposals rated technically Acceptable will be evaluated for the total lowest evaluated price, which will include an assessment of price reasonableness.

**M.5 Volume III Price Factor**

M.5.1 The Price Factor evaluation will consider the total evaluated price to the Government. The Government will evaluate the total evaluated price to the Government using techniques identified in FAR 15.404 to determine if the total price proposed is fair and reasonable to accomplish the solicitation requirements.

M.5.1.1 The assessment of total evaluated price will include consideration of the reasonableness of the proposed firm fixed prices of all priced Items. Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not reasonable. Offerors should note that the pricing of all offers will be carefully reviewed to detect offers that are unbalanced from range to range (i.e. one or more ranges have pricing that is significantly over or understated as indicated by the application of cost or price analysis techniques). Unbalanced offers may be determined unacceptable. See FAR 15.404-1(g) for more information on unbalanced offers.

M.5.1.2 Those proposals rated Acceptable under Stage I will be evaluated for the total lowest evaluated price which will include an assessment of price reasonableness. Award will be made to the proposal(s) with the lowest total evaluated price which was also rated Acceptable under Stage II Technical. Considering affordability, it is anticipated that up to ten contracts may be awarded to those offerors with the lowest total evaluated prices.

M.5.2 The total evaluated price for Item 0001 - NIE and LBRR Task Order 0001 Basic Award will be the fixed price of \$400,000.

M.5.3 The total evaluated price for Item 0002 - NIE and LBRR Task Order 0001 Vehicle Tactical Routers (Option) will be based on the following weighting:

<u>Quantity Range</u>	<u>Weighting Applied to Unit Price</u>
1-25	25%
26-50	25%
51-100	25%
101-150	25%

The proposed average weighted unit price will be calculated by summing the results of applying the proposed unit price for each quantity range by its respective weighting. The total evaluated price for this Item 0002 will be determined by multiplying the average weighted unit price by the maximum quantity of 150 units.

M.5.4 The total evaluated price for the sub-Items within Item 0003 - NIE and LBRR Task Order 0001 Field Service Representative (FSR) (Option) will be based on the following weighting, in lots:

<u>Quantity Range</u>	<u>Weighting Applied to Lot Price</u>
1-25	25%
26-50	25%
51-100	25%
101-150	25%

The total evaluated price for each sub-Item will be calculated by summing the results of applying the proposed lot price for each quantity range by its respective weighting. The total evaluated price for Item 0003 will be determined by summing the total evaluated price for all sub-Items.

M.5.5 The total evaluated price for Item 0004 - Future NIE Exercise and Production First Article Test will be the proposed lot price for this Item.

M.5.6 The total evaluated price for Item 0005 - Future NIE Exercise and Production Vehicle Tactical Routers will be based on the following weighting:

<u>Quantity Range</u>	<u>Weighting Applied to Unit Price</u>
1-100	25%
101-200	25%
201-500	25%
501-1,000	25%

The proposed average weighted unit price will be calculated by summing the results of applying the proposed unit price for each quantity

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 75 of 76</b>
	PIIN/SIIN W56HZV-13-R-0103	MOD/AMD

**Name of Offeror or Contractor:**

range by its respective weighting. The total evaluated price for this Item 0005 will be determined by multiplying the average weighted unit price by the maximum quantity of 1,000 units.

M.5.7 The total evaluated price for each sub-Item within Item 0006 - Future NIE Exercise FSR will be based on the following weighting in lots:

<u>Quantity Range</u>	<u>Weighting Applied to Unit Price</u>
1-100	25%
101-200	25%
201-500	25%
501-1,000	25%

The total evaluated price for each sub-Item will be calculated by summing the results of applying the proposed lot price for each quantity range by its respective weighting. The total evaluated price for Item 0006 will be determined by summing the total evaluated price for all sub-Items.

M.5.8 The total evaluated price for Item 0007 - Future NIE Exercise and Production Environmental Stress Screening (ESS)/Highly Accelerated Stress Screening (HASS) will be the proposed lot price for this Item.

M.5.9 The total evaluated price for Item 0008 - Future NIE Exercise and Production Annual Software Maintenance will be the proposed lot price for this Item.

M.5.10 Total Evaluated Price: The Government will evaluate offeror(s) for award by adding the total evaluated prices for all Items, 0001 through 0008.

M.6 Post NIE Requirements

If a decision is made to procure routers for future NIE exercises or for fielding, the Government will request proposals from MATO holders that successfully demonstrated technical specification compliance in LBRR and NIE 14.1.

Award of MATO orders (task order 0002 and beyond) will be based on the criteria in Section H.1.

\*\*\* 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.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN/1988
M-2	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-3	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

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

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

**Name of Offeror or Contractor:**

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

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

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

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

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

[End of Provision]

M-4

52.215-4008

EVALUATION OF OFFERS FOR MULTIPLE AWARDS

SEP/2005

(TACOM)

In addition to other factors, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards).

[End of Clause]