

<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</b> 1	<b>of</b> 110	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W56HZV-13-R-B019		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2013MAY09	
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-AIL-B WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>8. Address Offer To (If Other Than Item 7)</b>			
<b>6. Requisition/Purchase Number</b> SEE SCHEDULE							

**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 2013JUL08 (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> REBECCA K BERNOCK	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> REBECCA.K.BERNOCK@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-7056	<b>Ext.</b>	

**11. Table Of Contents**

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<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
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**OFFER (Must be fully completed by offeror)**

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

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

<b>13. Discount For Prompt Payment</b> (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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<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>
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<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
Area Code   Number   Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

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

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>
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<b>22. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<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>
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<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>
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**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: REBECCA K BERNOCK  
 Buyer Office Symbol/Telephone Number: CCTA-AIL-B/(586)282-7056  
 Type of Contract: Cost Plus Incentive Fee (Cost Based)  
 Kind of Contract: Research and Development Contracts

\*\*\* End of Narrative A0000 \*\*\*

Solicitation W56HZV-13-R-B019 proposes to award a sole-source contract for the acquisition of Engineering Design, Prototype Development, Logistics, Test, and Evaluation Support of the Stryker Engineering Change Proposal (ECP) Upgrade Program Research and Development (R&D) Phase II effort.

The technical upgrades planned for this ECP Upgrade are Improved Automotive Power Generation, Improved Electrical Power Generation, Increased Payload/Improved Mobility (Chassis Upgrades) and Improved In-Vehicle Network Capabilities. The Contractor's responsibilities under Phase II of the ECP Upgrade Program shall consist of development; integration; prototype development; prototype and vehicle qualification testing; certain technical drawing and software updates and delivery; updates to operator, maintenance, and training manuals; and logistics support.

The Government intends to award a Cost Plus Incentive Fee (CPIF), five year incrementally funded, R&D contract. This Request for Proposal (RFP) includes only a cost incentive. The terms and conditions for the cost incentive are set forth in FAR clause 52.216-10.

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 WARREN ELECTRONIC CONTRACTING	MAR/2013

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

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

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

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:  
[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr= W56HZV-13-R-B019](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr= W56HZV-13-R-B019)

(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.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-B019 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 110
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**Name of Offeror or Contractor:**

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

(e) Note to offerors:

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

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

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

Solicitations may remain posted on the AFSA Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to [usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil). If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

End of Provision

A-2            52.201-4000            ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON            APR/2011

Information regarding the Ombudsperson for this contract is located at the following website:  
<http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Provision]

A-3            52.214-4000            ACKNOWLEDGMENT OF AMENDMENTS            OCT/1993

Data not printed.

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

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

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of Provision]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 4 of 110****PIIN/SIIN** W56HZV-13-R-B019**MOD/AMD****Name of Offeror or Contractor:**A-5 52.215-5000 PROPOSAL ADEQUACY CHECKLIST REQUIRED  
(ACC)

MAY/2013

a. Certified Cost and Pricing Data must be submitted by the offeror IAW FARS 15.403-5, including Table 15-2. You must also complete, and provide with your proposal, the "Proposal Adequacy Checklist" found in Section L (252.215-7009) of this solicitation or a Word version is available on the Contractor Forms Web Page on ProcNet at:

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

b. If you fail to fully complete the checklist, it may result in the return of your proposal and/or you will be allowed five (5) business days from the date of your notification to fully complete and submit the checklist.

[End of provision]

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**Name of Offeror or Contractor:**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 FUNDING

B.1.1 The Government will provide funds under this Contract covering the target cost on an incremental basis as provided for in the following funding schedule and pursuant to FAR 52.232-22, "Limitation of Funds". An allotment schedule by percentage is set forth below.

FY13 = 2%  
FY14 = 67%  
FY15 = 11%  
FY16 = 13%  
FY17 = 7%  
Total = 100%

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p><u>STRYKER ECP PHASE II UPGRADE PROGRAM</u></p> <p>Target Cost: _____</p> <p>Target Fee: _____</p> <p>Min Fee: _____</p> <p>Max Fee: _____</p> <p>Share Ratio: _____</p> <p>Stryker ECP Phase II Upgrade Program</p> <p>The Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C: Description /Specifications/ Work Statement, with the exception of Section C.7.2.1.4.10.2.1- OPTION to modify Stryker EDS in accordance with the requirements in Attachment 0017.</p> <p>(End of narrative B001)</p> <p>*Please refer to Section F.1 for the Stryker ECP Prototype Test Vehicle Delivery Schedule.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>F.O.B.Point:</u> Origin</p> <p>(End of narrative B003)</p>				
0002	<p><u>CONTRACT DATA REQUIREMENTS LISTS (CDRL)</u></p>				
A001	<p><u>INTEGRATED PROGRAM MANAGEMENT REPORTS (IPMR)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM-A001</p> <p><u>Inspection and Acceptance</u></p>				<p>\$ _____ ** NSP **</p>

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	INSPECTION: Destination      ACCEPTANCE: Destination  <u>COST DATA SUMMARY REPORT ( CDSR )</u>  GENERIC NAME DESCRIPTION: DATA ITEM- A002  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
A003	<u>FUNCTIONAL COST HOUR REPORT (FCHR)</u>  GENERIC NAME DESCRIPTION: DATA ITEM- A003  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
A004	<u>CONTRACT WORK BREAKDOWN STRUCTURE (CWBS)</u>  GENERIC NAME DESCRIPTION: DATA ITEM -A004  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
A005	<u>RESOURCE DISTRIBUTION TABLE (RDT)</u>  GENERIC NAME DESCRIPTION: DATA ITEM-A005  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
A006	<u>CONTRACT FUNDS STATUS REPORT (CFSR)</u>  GENERIC NAME DESCRIPTION: DATA ITEM-A006  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A007	<p><u>CONFIGURATION MANAGEMENT PLAN (CMP)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- A007</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
A008	<p><u>ECO MATRIX MONTHLY REPORT</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- A008</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
A009	<p><u>HAZMAT PARTS INVENTORY</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM -A009</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
A010	<p><u>HAZARDOUS MATERIALS MANAGEMENT PROGRAM/PLAN (HMMP)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM-A010</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
A011	<p><u>HAZARDOUS MATERIALS MANAGEMENT REPORT (HMMR)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- A011</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
A012	<p><u>USE OF LEAD FREE ELECTRICAL SOLDER REPORT</u></p>				\$ ** NSP **

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERIC NAME DESCRIPTION: DATA ITEM-A012  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
A013	<u>SAFETY ASSESSMENT REPORT</u>  GENERIC NAME DESCRIPTION: DATA ITEM- A013				\$ ** NSP **
A014	<u>SYSTEM SAFETY PROGRAM PROGRESS REPORT</u>  GENERIC NAME DESCRIPTION: DATA ITEM- A014  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				\$ ** NSP **
A015	<u>OPSEC TRAINING REPORT</u>  GENERIC NAME DESCRIPTION: DATA ITEM- A015  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				\$ ** NSP **
D001	<u>INFORMATION ASSURANCE BRIEFINGS SUPPORT</u>  GENERIC NAME DESCRIPTION: DATA ITEM- D001  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				\$ ** NSP **
D002	<u>SYSTEM INFORMATION ASSURANCE COMPLIANCE ASSESSMENT ( SIACA)</u>  GENERIC NAME DESCRIPTION: DATA ITEM- D002  <u>Inspection and Acceptance</u>				\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D003	INSPECTION: Destination      ACCEPTANCE: Destination  <u>CONTRACTOR SYSTEM AND SUBSYSTEM TEST PLANS</u>  GENERIC NAME DESCRIPTION: DATA ITEM-D003  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
D004	<u>SYSTEM AND SUBSYSTEM TEST REPORTS</u>  GENERIC NAME DESCRIPTION: DATA ITEM- D004  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
D005	<u>SYSTEM AND SUBSYSTEM DOCUMENTATION</u>  GENERIC NAME DESCRIPTION: DATA ITEM- D005  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
D006	<u>SOFTWARE DEVELOPMENT DOCUMENTATION</u>  GENERIC NAME DESCRIPTION: DATA ITEM - D006  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
D007	<u>SOFTWARE QUALITY ASSURANCE</u>  GENERIC NAME DESCRIPTION: DATA ITEM- D007  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **

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D008	<p><u>SOFTWARE SUPPORT PLAN (SSP)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- D008</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
D009	<p><u>SOFTWARE METRICS</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- D009</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
D010	<p><u>FIRE SUPPRESSION M&amp;S DATA</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- D010</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
D011	<p><u>BALLISTIC VULNERABILITY M&amp;S DATA</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM - D011</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
D012	<p><u>RELIABILITY CASE REPORT</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM - D012</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ ** NSP **
D013	<p><u>CBRN SURVIVABILITY AND DECONTAMINATION COMPLIANCE</u></p>				\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERIC NAME DESCRIPTION: DATA ITEM - D013  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				
D014	<u>MODIFIED KIT KIT-UP CORRECTIVE ACTION REPORT</u>				\$      ** NSP **
	GENERIC NAME DESCRIPTION: DATA ITEM- D014  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				
D015	<u>ECP DELTA DRAWINGS</u>				\$      ** NSP **
	GENERIC NAME DESCRIPTION: DATA ITEM- D015  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				
D016	<u>RISK MANAGEMENT STATUS REPORT</u>				\$      ** NSP **
	GENERIC NAME DESCRIPTION: DATA ITEM - D016  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				
D017	<u>ONE WIRE DIAGRAM</u>				\$      ** NSP **
	GENERIC NAME DESCRIPTION: DATA ITEM - D017  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				
D018	<u>SOFTWARE RELEASE DELIVERABLES</u>				\$      ** NSP **
	GENERIC NAME DESCRIPTION: DATA ITEM-D018				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D019	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>SUBSYSTEM ELECTRONICS &amp; SOFTWARE ARCHITECTURE</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM-D019</p>				\$ _____ ** NSP **
D020	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>MEETING MINUTES</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- D020</p>				\$ _____ ** NSP **
D021	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>SOFTWARE DEVELOPMENT PLAN (SDP)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM D021</p>			\$ _____	\$ _____
D022	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>STRYKER VARIANT DESIGN DRAWINGS</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM D022</p>			\$ _____	\$ _____
E001	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>FINAL INSPECTION REPORT (FIR)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM - E001</p>				\$ _____ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L001	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>LOG MGT INFO (LMI) FOR LEVEL OF REPAIR ANALYSIS (LORA)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- L001</p>				\$ _____ ** NSP **
L002	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>LMI FOR RELIABILITY CENTERED MAINTENANCE (RCM)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- L002</p>				\$ _____ ** NSP **
L003	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>LOG MGT INFO (LMI) FOR MARC AND BOIP, MAC</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- L003</p>				\$ _____ ** NSP **
L004	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>LMI FOR PROVISIONING</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- L004</p>				\$ _____ ** NSP **
L005	<p><u>Inspection and Acceptance</u></p> <p><u>INTERACTIVE ELECTRONIC TECHNICAL MANUAL (IETM)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- L005</p>				\$ _____ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L006	INSPECTION: Destination      ACCEPTANCE: Destination  <u>PAPER OPERATOR'S TECHNICAL MANUALS &amp; SOURCE FILES</u>  GENERIC NAME DESCRIPTION: DATA ITEM- L006  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
L007	<u>OTHER TECHNICAL PUBLICATIONS &amp; SOURCE MATERIAL</u>  GENERIC NAME DESCRIPTION: DATA ITEM- L007  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
L008	<u>PUBLICATION HISTORY FILE</u>  GENERIC NAME DESCRIPTION: DATA ITEM-L008  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
L009	<u>MODIFICATION WORK ORDER &amp; SOURCE MATERIAL</u>  GENERIC NAME DESCRIPTION: DATA ITEM- L009  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **
L010	<u>TECH MANUALS, TECH BULLETINS, &amp; SOURCE MATERIAL</u>  GENERIC NAME DESCRIPTION: DATA ITEM- L010  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				\$      ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L011	<p><u>STTE, BII DRAWINGS</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- L011</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____ ** NSP **
L012	<p><u>LOGISTICS MANAGEMENT INFO. (LMI) DATA PRODUCTS</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- L012</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____ ** NSP **
L013	<p><u>SPECIAL PACKAGING INSTRUCTIONS</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- L013</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____ ** NSP **
L014	<p><u>CONTAINER DESIGN RETRIEVAL SYSTEM (CDRS) SEARCH</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM-L014</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____ ** NSP **
L015	<p><u>REUSABLE CONTAINERS</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- L015</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____ ** NSP **
L016	<p><u>TRAINING SUPPORT PACKAGE</u></p>				\$ _____ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L017	GENERIC NAME DESCRIPTION: DATA ITEM- L016  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>INSTRUCTOR &amp; KEY PERSONNEL TRAINING</u>				\$      ** NSP **
L018	GENERIC NAME DESCRIPTION: DATA ITEM- L017  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>TRAINING TASK ANALYSIS</u>				\$      ** NSP **
L019	GENERIC NAME DESCRIPTION: DATA ITEM- L018  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>EQUIPMENT PRESERVATION DATA SHEETS</u>				\$      ** NSP **
L020	GENERIC NAME DESCRIPTION: DATA ITEM- L019  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>MEETINGS AND MINUTES</u>				\$      ** NSP **
L021	GENERIC NAME DESCRIPTION: DATA ITEM- L020  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>GOVERNMENT FURNISHED PROPERTY LIST</u>				\$      ** NSP **
	GENERIC NAME DESCRIPTION: DATA ITEM- L021				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
P001	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>PRODUCT ANALYSIS REPORT</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- P001</p>				\$ _____ ** NSP **
P002	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>LIMA JOINT SYSTEMS MANUFACTURING CENTER</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- P002</p>				\$ _____ ** NSP **
P003	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>TRANSITION PLAN</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM P003</p>			\$ _____	\$ _____
T001	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>SYSTEM SUPPORT PACKAGE LIST</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- T001</p>				\$ _____ ** NSP **
T002	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>CONFIGURATION OF TEST VEHICLES</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- T002</p>				\$ _____ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
T003	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>SYSTEM SUPPORT PACKAGE DATABASE</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- T003</p>				\$ ** NSP **
T004	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>FAILURE ANALYSIS &amp; CORRECTIVE ACTION REPORT (FACAR)</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- T004</p>				\$ ** NSP **
T005	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>MONTHLY PERFORMANCE REPORT</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEM- T005</p>				\$ ** NSP **
0003	<p>CMR                      GENERIC NAME DESCRIPTION: CMR</p>				
0003AA	<p><u>CONTRACTOR MANPOWER REPORTING (NSP)</u></p> <p>GENERIC NAME DESCRIPTION: CMR</p> <p>The Contractor shall provide the information required by FAR Clause 52.237-4000 entitled CONTRACTOR MANPOWER REPORTING (CMR), TACOM</p> <p>Unit Identification Code (UIC): W6DXAA</p> <p>(End of narrative B001)</p>	1	SV		\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DEL REL CD      QUANTITY      DAYS AFTER AWARD                      001                      1                      0364</p>				
0004	<p><u>OPTION TO PURCHASE TECHNICAL DATA PACKAGE (TDP)</u></p> <p>The Government requests that GDLS propose the cost of their Technical Data Package for the ECP Development effort.</p> <p>This request in no way obligates the Government to purchase the TDP.</p> <p style="text-align: center;">(End of narrative B001)</p>				
0005	<p><u>OPTION TO MODIFY STRYKER EMBEDDED DIAGNOSTICS SYSTEM (EDS)</u></p> <p>Target Cost: _____</p> <p>Target Fee: _____</p> <p>Min Fee: _____</p> <p>Max Fee: _____</p> <p>Share Ratio: _____</p> <p>This Option CLIN to modify the Stryker EDS in accordance with the requirements in Attachment 0017 pertains to Section C.7.2.1.4.10.2.1 of the Scope of Work.</p> <p>The services stated for this option CLIN do not form a part of the basic contractual services. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p style="text-align: center;">(End of narrative B001)</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>F.O.B.Point: Origin</u></p> <p>(End of narrative B002)</p>				

**Name of Offeror or Contractor:**

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ECP PHASE II SCOPE OF WORK

C.1. General.

C.1.1. Scope. This scope of work (SOW) consists of Engineering Design, Prototype Development, Logistics, Test and Evaluation support that shall be performed by the contractor during the Phase II ECP Upgrade Program.

C.1.2. The contractors responsibilities under Phase II of the ECP Upgrade Program shall be to restore lost platform performance through a limited set of engineering upgrades and ensure Stryker vehicles are able to accept the Army network. The technical enhancements to be performed by the contractor under the development effort include Improved Automotive Power Generation, Improved Electrical Power Generation, Improved In-Vehicle Network Capabilities and Increased Payload/Improved Mobility (Chassis Upgrades).

C.1.3. Contract Data Requirements. Data shall be delivered in accordance with the DD1423, Contract Data Requirements Lists (CDRLs), as set forth in Attachment 0001 and as called out in this SOW. Should any data deliverable require revision after original delivery, the required revision shall be delivered no later than 30 days after the request unless the Government grants relief in writing to allow another delivery date. Except for those items that specifically require hard copy submission, all data specified in this contract shall be provided to the Government electronically.

C.2. Program Security and Protection.

C.2.1. The contractor shall provide the security of classified and unclassified information, data, hardware and software generated for the program or provided to the program. Per Under Secretary of Defense for Acquisition, Technology and Logistics (USD AT&L) direction, the contractor shall comply with the security procedures and processes to satisfy the security requirements identified in DD Form 254, Attachment 0002. As stated in the DD 254, the Contractor shall complete OPSEC training and submit a report in accordance with CDRL A015. The Contractor shall also follow the Governments OPSEC Plan, as well as annexes and updates, and the Stryker Family of Vehicles Program Protection Plan (PPP) dated 23 August 2012. Upon contractor request, the Stryker Security Manager will provide the OPSEC plan and PPP. The PPP is effective immediately and is mandatory for use by all program participants and field activities at all locations where Critical Program Information (CPI) is researched, manufactured, stored, processed or tested.

C.3. Business Management.

C.3.1. Earned Value Management System (EVMS). EVMS shall be in accordance with DFARS 252.234-7001 and 252.234-7002.

C.3.1.1. Performance Measurement Baseline (PMB). The contractor shall generate a time-phased budget baseline assigning all contract costs to their scope specific Work Breakdown Structure (WBS) elements no later than 45 days after authorization to proceed. The PMB shall be the basis for the Integrated Program Management Report (IPMR). Retroactive changes to the PMB are prohibited, except for the correction of errors and/or routine accounting adjustments.

C.3.1.1.1. Formal Reprogramming. When indicated by contract performance, the contractor shall submit a request for approval to initiate an over-target baseline (OTB) or over-target schedule (OTS) to the Procuring Contracting Officer (PCO). The content of the contractors reprogramming request shall be consistent with DFARS 252.234-7002(h). The contractors formal reprogramming request shall be submitted no later than 60 days prior to the contractors anticipated implementation date. The PCO will issue a letter no later than 30 days after receipt of the request stating whether it has been approved or denied.

C.3.1.1.2. Replanning and Single Point Adjustments (SPA). Replanning actions and SPAs shall not be used as a means to improve cost and/or schedule performance. The contractor shall submit a request for approval to the PCO to initiate any action that modifies the timing of milestones in the contractors Integrated Master Schedule (as reported in IPMR Format 6) or eliminates accrued cost and/or schedule variances. Replanning and SPA requests shall be submitted to the PCO no later than 60 days prior to the contractors anticipated implementation date. The PCO will issue a letter no later than 30 days after receipt of the request stating whether it has been approved or denied.

C.3.1.2. Integrated Baseline Reviews (IBRs). IBRs shall occur within 120 days of contract award, and subsequently following all major changes to the baseline.

C.3.1.3. Integrated Program Management Report (IPMR). The contractor shall prepare and electronically deliver all IPMR Formats in accordance with CDRL A001. IPMR Format 6 shall be applied separately where DFARS 252.234-7002 is not applicable. The Government and the contractor shall periodically review and adjust as necessary reporting levels and variance thresholds to ensure they continue to provide appropriate visibility without requiring excessive information. If there is a significant problem with respect to cost, schedule, or performance at a lower level, detailed reporting for that WBS element shall be required until the problem is resolved.

C.3.1.4. Sub-contract Implementation. DFARS Clauses 252.234-7001 and 252.234-7002 shall be flowed down to all subcontracts, regardless

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of tier, that have a total expected value \$20 million or greater. Flow-down of EVMS requirements to subcontracts of less than \$20 million is not required unless directed by the Government. The contractor shall be responsible for reviewing and assuring the validity of all subcontractors reporting through surveillance and other means.

C.3.1.5. Integrated Master Schedule (IMS, IPMR Format 6). The contractor shall use the IMS as a day-to-day execution tool, to assess progress in meeting contractual requirements and to provide realism to the contractors approach to executing the awarded effort within cost and schedule constraints. The IMS shall include the activities of EVMS qualifying subcontractors. The IMS shall be resource loaded. The contractor shall deliver the IMS, perform requisite analyses, report potential or existing problem areas, and recommend corrective actions to eliminate or reduce schedule impact in accordance with CDRL A001. The contractor shall maintain and update the IMS to reflect changes in detailed execution of activities or changes in schedule. Other lower level detail schedules and quantifiable back up data that support control account completion dates, work package completion dates, or Physical Percent Complete calculations shall be provided with the IMS submission.

C.3.1.6. Cost and Software Data Reporting (CSDR). The contractor shall electronically produce and deliver Contractor Cost Data Reports (CCDR) in accordance with DoDM 5000.04-M-1 (CSDR Manual, November 2011) and CDRLs A002, A003, and A004.

C.3.1.6.1. CSDR Sub-contractor Flow-down. The contractor shall flow-down CSDR requirements to all subcontracts that have a total expected value of \$50 million or greater in accordance with DFARS 252.234-7004(b).

C.3.1.6.2. Resource Distribution Table (RDT). The RDT (Attachment 0003) shall be based on the work breakdown structures used in OSD-DDCA approved CSDR Contract Plans (Attachment 0004). The RDT shall identify the value of work assigned to subsidiaries and subcontractors. The contractor shall electronically produce and deliver an RDT in accordance with CDRL A005 whenever the Government adds funding to the contract.

C.3.1.7. Work Breakdown Structure (WBS) Index and WBS Dictionary. The WBS Index and WBS Dictionary shall be used for CSDR and EVM.

C.3.1.7.1. Cost and Software Data Reporting. The contractor shall maintain a product oriented WBS Index and WBS Dictionary in accordance with the OSD-DDCA approved CSDR Contract Plans, Attachment 0004, and CDRL A004.

C.3.1.7.2. Earned Value Management. The WBS for earned value management activities shall be consistent with the lowest levels specified by the OSD-DDCA approved CSDR Plans in Attachment 0004. Tailoring of the WBS below the levels specified in the CSDR plans shall be as mutually agreed between the contractor and the Government. The contractor shall implement a WBS that is consistent with the lowest levels specified in MIL-HDBK-881A (30 Jul 2005). The WBS shall be extended down to the appropriate level required by the contractor to provide adequate internal management, surveillance, and performance measurement, regardless of the reporting level stipulated in the contract for Earned Value Management purposes.

C.3.1.8. Contract Funds Status Report (CFSR). The contractor shall produce and deliver CFSRs, in accordance with CDRL A006.

C.3.1.9. Development/Procurement Cost Reporting. The nonrecurring development engineering effort and the recurring manufacturing effort of the developed item shall be reported separately in the CSDR and IPMR deliverables. Each separately reported effort shall use all applicable elements of the WBS according their intended use as described in MIL-HDBK-881A (30 Jul 2005) and the approved OSD-DDCA CSDR Contract Plans, or as otherwise agreed.

C.4. ECP Configuration Management (CM).

C.4.1. ECP Configuration Management Plan (CMP). The contractor shall leverage the existing Stryker FOV CM Process to maintain CM of Stryker ECP variants and supporting equipment using ANSI/EIA-649, National Consensus Standard for Configuration Management, and MIL-HDBK-61A (SE), Configuration Management Guidance as guidance. The CM program shall be documented in the CMP, CDRL A007. The CMP shall include a description of how the contractor will maintain the CM program. Any deviation from the CMP shall require Government Contracting Officer approval.

C.4.1.1. ECP Configuration Identification and Document Control. The contractor shall document and maintain the configuration status across all ECP Stryker variants, production kits, and supporting equipment, hardware, software, and firmware to assure complete identification status accounting and control throughout the program lifecycle. The contractor shall synchronize the efforts of all variant and configuration management activities to ensure that the Stryker vehicles conform to the system performance specifications and are identified and documented in sufficient detail to support its life cycle, to ensure component interchangeability, and to ensure accurate system information and safety of system operations and maintenance. The contractor shall make documentation of the configuration status available for Government review on their TeamCenter website.

C.4.2. ECP Configuration Control Board (CCB). The contractor shall utilize the existing CCB for review of proposed ECP configuration changes. The contractor shall email the agenda identifying the proposed ECP Engineering Change Orders (ECOs) to be discussed with the Government Representatives no later than 72 hours prior to the CCB.

C.4.2.1. ECP ECO Package Coordination. Before submitting a proposed ECO for CCB review and including it in the agenda, the contractor shall coordinate the proposed ECO packages, using the Government approved ECO forms, with its Government counterpart. The ECO package

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shall include the contractors ECO leads contact information (phone number, mobile number, and email address) and contact information for an alternate point of contact. The contractor shall address and respond to Government questions and revise the ECO packages, as necessary.

C.4.2.2. ECP Indented Bills of Material (IBOM). The contractor shall prepare and maintain an IBOM for each ECP Stryker variant or configuration. The contractor shall maximize commonality across the ECP Stryker vehicles and minimize the logistics footprint to the ERR at the system, subsystem, Line Replaceable Unit (LRU), and maintenance significant spare and repair level with other configurations of the Stryker FoV at the Minimum Commonality Baseline (MCB). The contractor shall further maximize the commonality of Tools and Test, Measurement, and Diagnostic Equipment (TMDE), Technical Documentation and interchangeability of operator, crew and maintenance tasks, skills and positions. The contractor shall make the ECP IBOM available for Government review on their TeamCenter website

C.4.2.3. ECP Configuration Documentation. The contractor shall maintain Support Replaceable Unit (SRU) and LRU performance specifications or equivalents that were developed under this contract. The contractor shall identify all the specifications developed under the terms of this contract. These specifications shall be delivered with the applicable Engineering Release Record (ERR) in accordance with CDRL A008.

C.5. Hazardous Material.

C.5.1. The contractor shall not deliver any Stryker common and unique parts containing cadmium, hexavalent chromium, beryllium, mercury, asbestos, radioactive materials, lead, lead solder, or other highly toxic or carcinogenic materials as defined in 29 CFR 1910.1200 under the Stryker ECP Development Program without Procuring Contracting Officer (PCO) approval in accordance with C.5.1.1 below. The contractor shall identify all parts containing any of the above hazardous materials (with the exception of lead and lead solder individual components), in accordance with CDRL A009 that have been approved through the process outlined in Section C.5.1. The contractor shall evaluate non-hazardous substitute materials and technologies for potential implementation and document the findings in the Hazardous Materials Management Program Reports (HMMP) (CDRL A010).

C.5.1.1. If the contractor determines that the hazardous materials listed in C.5 are the only acceptable substance or components with no known alternatives, then the contractor shall seek and obtain PCO approval via deviation request 45 days prior to delivering any such item in any form. The Government will consider deviations in these situations on a case-by-case basis. Under no circumstances will hazardous materials containing components or items be used or delivered to the Government without prior Government approval. If the contractor can verify that previously submitted waivers have included the parts to be delivered, a waiver submission is unnecessary and the earlier waiver will grandfather these part occurrences. A list of affected components is required in each HazMat Deviations submission, with the exception of lead and lead solder found in individual electrical components. Lead found in other part assemblies is required.

C.5.2. Hazardous Materials Management Program/Plan. The contractor shall fully implement and maintain a Hazardous Materials Management Program (HMMP) using National Aerospace Standard 411, "Hazardous Materials Management Program. The contractor shall amend their current HMMP plan for any material or process unique to the ECP program. The HMMP Plan amendment shall include the information required by paragraph 4.3 of NAS 411, including all subparagraphs, and document the approach for minimizing Cr6+. The amended plan shall identify and describe the organizational relationships and responsibilities for eliminating hazardous materials, define the process used to identify the hazardous materials utilized in the manufacturing process, establish prioritization criteria for ranking the relative risks of these hazardous materials and methodology of non-hazardous substitute materials/technologies trade-off studies. The amended HMMP Plan shall address hazardous materials imbedded in the system, produced by the system, and used or created by operation and maintenance of the system. The HMMP is subject to Government approval per the conditions set forth in associated CDRL A010. Compliance to the HMMP is required for the duration of the contract period.

C.5.3. Hazardous Materials Management Report The contractor shall submit Hazardous Material Management Reports in accordance with CDRL A011 which shall identify all hazardous materials (excluding materials and equipment provided by the Government) that are used or delivered in the performance of this contract. The contractors report shall include a listing of prioritized hazardous materials for minimization or elimination per the criteria established in the HMMP Plan and identify those hazardous materials and processes for which non-hazardous substitute materials and technologies may be available for implementation.

C.5.4. Hazardous Materials Parts Tracking Per Prototype Vehicle. The contractor shall identify and provide an electronic report in spreadsheet or database format, in accordance with CDRL A009 , identifying all components containing hazardous materials as identified in C.5 specific to each prototype vehicle.

C.5.5. Solder Requirement. The contractor shall query all of its present and potential Commercial off the Shelf (COTS) suppliers/vendors regarding the types of electrical solder used on all electronic equipment in the Stryker ECP effort. If an alternative, Lead-free electrical solder is used, the contractor shall include this information in a written report to the Government in accordance with CDRL A012.

C.6. Safety Engineering and Health Hazards.

C.6.1. Safety Engineering. The safety program developed for the Stryker FOV shall be updated to address each variant and configuration

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within the Stryker ECP Program. The Contractor shall continue to apply the standard safety practices in accordance with MIL-STD-882 during the design or modification of the Stryker FOVs when incorporating the ECP design changes.

C.6.1.1. Safety Support. The contractors safety program shall further consist of providing the following support:

C.6.1.1.1. Identifying hazards and associated causal factors within the system by conducting Safety and Occupational Health analyses and hazard evaluations. This analysis shall be to the functional depth necessary to identify logical, practical, and cost-effective mitigation techniques and requirements for each causal factor. It shall further include operational, maintenance, test and training aspects, hardware, software, environmental and human factors interfaces as potential contributors in all phases of each variant/configuration within the Stryker ECP Program. The contractor shall include the results of any analysis at the System Safety Work Group (SSWG) Meeting and, in the Safety Assessment Report CDRL A013. Any new hazards shall be reported in the Safety Assessment Report CDRL A013.

C.6.1.1.2. Eliminating or reducing significant hazards by appropriate design or material selection. Significant hazards are hazards that are within Severity Category level I and II in accordance with MIL-STD-882. If the contractor determines a significant hazard to personnel cannot be avoided or eliminated, steps shall be taken to control or minimize those hazards. For any significant hazards identified, the contractor shall develop and present its mitigation(s) to the System Safety Working Group at working group meetings. The SSWG will make recommendations to the PM with regards to the approval. The hazards as well as the mitigations shall be included in the Safety Assessment Report (CDRL A013).

C.6.1.1.3. The Contractor shall ensure that warning and caution information detailing the hazards, and actions operators or soldiers must follow are included in instructions for operation, maintenance, assembly, and repairs. The contractor shall further ensure warning or caution markings/labels are placed on hazardous components of the equipment.

C.6.1.1.4. The contractor shall provide Safety Engineering support to the SSWG. The support shall include attendance at SSWG Meeting, providing technical briefs on identified hazards, and recommended mitigations for the elimination or reduction of those hazards. The contractor shall brief on additions to the Technical manuals in the form of warnings/cautions or changes to tasks associate with hazards. The SSWG meetings shall be held at test centers or at TACOM-Warren.

C.6.2. Safety Assessment Report (SAR). The contractor shall update a Safety Assessment Report for each ECP Stryker variant and configuration in accordance with CDRL A013.

C.6.2.1. For kits identified within Attachments 0005 and 0006, ECP delta design changes must be reviewed against the initial safety assessment; the safety assessment shall be updated by the contractor in accordance with CDRL A013.

C.6.3. Radioactive Materials. The contractor shall not use any radioactive materials without the approval of the Government. If the contractor wishes to furnish any items under this contract that will contain Thorium, or other source material (see Title 10, Code of Federal Regulations, Part 40) in excess of 0.05 percent by weight of the mixture, compound, solution, alloy or any other intentionally added radioactive material, the contractor shall provide a list to the Government for approval in accordance with the CDRL A014. The Nuclear Regulatory Commission (NRC) license or Agreement State License and if applicable NRC Form 241 must be in place before contractor integration, possession, manufacturing, distribution and storage of the radioactive component or item. A copy of the contractors NRC license or Agreement State License application (if applicable NRC Form 241) and eventual NRC license or Agreement State License must be provided to the Tank-automotive and Armaments Command Life Cycle Management Command (TACOM LCMC) Safety Office in order to review the application and license, and to assure Government requirements, as provided in AR 385-10 and NRC 10 CFR, are met. The contractor during its application for NRC or Agreement State License shall immediately notify the Government of their requirement for NRC licensing. The contractor under their NRC or Agreement State License shall account for possession, system integration, distribution, storage, maintain records and document transfer of the Rad component or item to include documenting transfer to another NRC or Agreement State License.

C.6.3.1. Verification of Authorization to Receive Radioactive Material. The Government shall not issue direction to the contractor to receive or ship commodities, items or end items that contain radioactive materials without prior written verification from the TACOM LCMC or Communications-Electronics Command (CECOM) Radiation Safety Officer (RSO) listed on the U.S. Army NRC licenses for the items that the receiving destination, organization and consignee are authorized by an NRC or Agreement State license, and if applicable, an Army Radiation Permit (ARP), to receive or ship the items. The contractor shall not execute the direction from the Government to receive or ship items containing radioactive materials, nor shall the contractor upon the contractors own initiative receive or ship items containing radioactive materials, without prior written verification from the GDLS RSO listed on the GDLS NRC licenses for the items that the receiving destination, organization and consignee are authorized by an NRC or Agreement State license, and if applicable, an ARP to receive or ship the items.

C.7. Development.

C.7.1.1. The contractors responsibilities under Phase II of the ECP Upgrade Program shall be to restore lost platform performance through a limited set of engineering upgrades and ensure Stryker vehicles are able to accept the Army network.

C.7.1.2. Systems Engineering. The contractor shall use its Systems Engineering process to execute the detailed design phase, in accordance with the Stryker Systems Engineering Plan (SEP), dated 25 June 2012, Attachment 0007.

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C.7.1.3. Design to Unit Retrofit Cost (DTURC). The contractor shall design to cost in accordance with the DTURC goals given below and shall provide the DTURC status at Technical Reviews. The DTURC goals shall be used by the contractor as a design parameter to control vehicle production cost for the variants identified in paragraph C.7.1.6. The DTURC goals consist of the hardware associated with the critical technologies identified in sections C.7.2.1 through C.7.2.1.4, and the labor for teardown and rebuild/retrofit.

C.7.1.3.1. The Flat-bottom Hull (FBH) vehicle DTURC goal is \$0.252M for the first year of retrofits, assumed FY17. The DVH vehicle DTURC goal is \$0.905M for the first year of retrofits, assumed FY17. The FBH goal is based on a weighted average across all 10 variants, and the DVH goal is based on a weighted average across all seven variants. The contractor should assume all existing FBH and DVH Stryker vehicles will be retrofitted, at a retrofit quantity of one brigade per year. The DTURC goals refer only to vehicle production costs and do not include modifications to kits. The control of vehicle production costs shall be achieved by efficiencies, affordability initiatives and tradeoffs of performance, cost, and schedule. Cost, as a key design parameter, shall be addressed throughout the development effort.

C.7.1.4. Information Assurance (IA).

C.7.1.4.1. Information Assurance Engineering Reports. The contractor shall provide IA reports pertaining to the ECP Upgrade to the Government in accordance with CDRL D001.

C.7.1.4.2. Information Assurance(IA)Design Review Information Package (DRIP). The contractor shall provide an Information Assurance Design Review Information Package in accordance with CDRL D002.

C.7.1.5. Engineering and Manufacturing Development.

C.7.1.5.1. Technology Demonstrations.

C.7.1.5.1.1. System and Subsystem Test Plan Execution. The contractor shall execute the Government approved Contractor System and Subsystem Test Plans delivered as CDRL D003.

C.7.1.5.1.2. Demonstrations and Contractor Tests. The contractor shall demonstrate/test capability improvements in a laboratory environment, during two user juries, and/or on a Stryker vehicle. The contractor shall provide test reports to the Government in accordance with CDRL D004 - System and Subsystem Test Reports.

C.7.1.6. Design. The contractor shall develop detailed designs in accordance with the Stryker Systems Engineering Plan (SEP) (Attachment 0007) and deliver them in accordance with CDRL D022. The Contractor shall also make the detailed designs available for Government review on their TeamCenter website. The contractor shall present the detailed design at the Critical Design Review (CDR) and at the Technical Interchange Meetings (TIMs) for the following vehicle variants:

FBH

- ICV
- RV
- MC
- CV
- FSV
- ESV
- MEV
- ATGM
- NBCRV
- MGS

DVH

- ICVV
- MCVV
- CVV
- FSVV
- ESVV
- MEVV
- ATVV

C.7.1.6.1. Commonality. The contractor shall maximize the use of common components across all ECP Stryker variants. In the event a modification resulting from ECP Upgrade diminishes current levels of common components, the contractor shall notify the Government at the next TIM. The commonality considerations shall include the four technologies identified in Section C.7.2.

C.7.1.6.2. Throughout the development effort, the contractor shall prioritize the selection of components for commonality (hardware and

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software) in accordance with the following hierarchy:

- a. Stryker FoV - 17 variants (10 FBH variants, 7 DVH variants)
- b. Stryker Brigade Combat Teams - All equipment resident within an SBCT
- c. PEO GCS Inventory- Example: Combat Vehicle Platforms/ ABCT. United States Army Inventory
- e. Department of Defense Inventory - Includes Navy, Air Force, and other services within the DoD.

C.7.1.7. Integration and Test.

C.7.1.7.1. Integration and Test Planning. The contractor shall integrate the design and plan subsystem and system level testing prior to formal Government developmental and operational testing and operational assessment. The contractor shall present design progress at the TIMs.

C.7.1.7.2. Integration Test Plans. The contractor shall provide test plans including schedules and procedures. The contractor shall present test planning progress at the TIMs. The contractor shall deliver system and subsystem test plans in accordance with CDRL D003 - Contractor System and Subsystem Test Plans.

C.7.1.7.3. Prototype Build. The contractor shall build prototypes in accordance with the quantities and variants listed below.

FBH

ICV:	2	
RV:		1
MCV:		1
CV:		2
FSV:		1
ESV:		1
MEV:		1
ATGM:	1	
NBCRV:	2	
MGS:		2

DVH

ICVV:		4
MCVV:	1	
CVV:		2
FSVV:		1
ESVV:		2
MEVV:	1	
ATVV:		1

C.7.1.7.4. Contractor Systems Level Development Test. The contractor shall plan and conduct a final system level development test prior to delivery of vehicle prototypes. The contractor shall maintain system level test procedures, assemble and integrate the system, perform tests, review test results, and conduct regression testing prior to delivery of vehicle prototypes. The contractor shall deliver test results in accordance with CDRL D004.

C.7.1.7.5. Interface Control Documents (ICDs) and Interface Description Documents (IDDs). The contractor shall provide access to ICDs and IDD or equivalents (such as production drawings for LRUs and SRUs specifications) or other applicable requirements as determined necessary by the Government on the contractor TeamCenter website. The contractor shall maintain ICDs and IDDs in contractor format.

C.7.1.7.6. ECP Kit Drawings. The contractor shall provide delta kit and ECP DVH kit drawings IAW CDRL D015.

C.7.1.8. Vehicle Electronics, Vehicle Network, and Software Development and Processes.

C.7.1.8.1. Vehicle Electronics and Vehicle Network Development Documentation. The contractor shall deliver updated vehicle electronics and vehicle network design documentation in accordance with CDRLs D005 and D019. The contractor shall deliver all one-wire diagrams developed in support of automotive systems, in-vehicle network, C4ISR, and power distribution architectures. The delivery shall be in accordance with CDRL D017.

C.7.1.8.2. Software Development Documentation. The contractor shall deliver updated software design documentation in accordance with CDRL D006. The contractor shall require first tier software subcontractors to develop and deliver a software design documentation set, or to provide the contractor the information necessary to develop a software design documentation set, in accordance with CDRL D006.

C.7.1.8.3. Software Release Documentation. The contractor shall deliver updated software release documentation to the Government, in support of all software releases, in accordance with CDRL D018.

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C.7.1.8.4. Software Development Process. The contractor shall deliver an updated Software Development in accordance with CDRL D021.

C.7.1.8.5. Software Quality Assurance Process. The contractor shall prepare and deliver a Software Quality Assurance Plan (SQAP) for the development effort in accordance with CDRL D007.

C.7.1.8.6. Software Transition Process. The contractor shall prepare and deliver a Software Support Plan for the development effort in accordance with CDRL D008.

C.7.1.8.7. Software Metrics. The contractor shall prepare and deliver software process metrics in accordance with CDRL D009.

C.7.1.8.8. Software Support. The contractor shall apply a software life cycle process in accordance with the Institute of Electrical and Electronics Engineers (IEEE) Standard, Systems and Software Engineering Software Life Cycle Processes [IEEE Std 12207-2008 | ISO/IEC 12207:2008(E)], to provide production software support and maintain and upgrade Mission Critical Computer Resources. Mission Critical Computer Resources are defined as the contractor-supplied hardware/software items necessary for the vehicle to be operative.

C.7.1.9. Structural Analysis. The contractor shall evaluate the structural integrity of new and modified mechanical structures and LRU designs. The contractor shall provide conclusions and recommendations regarding design adequacy and provide analyses of conformance to the System Performance Specification (SPS) (Attachment 0008) at TIMs.

C.7.1.10. Modeling and Simulation (M&S). The contractor shall perform M&S in accordance with the Systems Engineering Plan (Attachment 0007).

C.7.1.11. Survivability Analysis and Validation. The contractor shall evaluate the survivability of new and modified mechanical structures and LRU designs. The contractor shall provide conclusions and recommendations regarding design adequacy and provide analyses of conformance to the SPS (Attachment 0008) in accordance with CDRL D010-Fire Suppression M&S Data, and CDRL D011-Ballistic Vulnerability M&S Data. Upon written request, the contractor shall provide input for updating the Government Stryker Simulation Support Plan.

C.7.1.12. Thermal Analysis and Validation. The contractor shall manage the design of vehicle subsystems and determine thermal loads and temperature distributions. The contractor shall provide conclusions and recommendations regarding design adequacy and provide analyses of conformance to the SPS (Attachment 0008) at scheduled TIMs.

C.7.1.13. Reviews.

C.7.1.13.1. Meeting Documentation. For each formal technical review, the contractor shall prepare a meeting agenda and presentation material prior to each of the meetings. The contractor shall prepare written minutes following each of the meetings and forward to all attending organizations no later than 48 hours after the meeting in accordance with CDRL D020 - Meeting Minutes. Organizations responsible for each action item shall be indicated with suspense dates mutually agreed upon during the meeting.

C.7.1.13.1.1. Technical Reviews. The contractor shall conduct technical reviews in accordance with the IMS and SEP for each variant identified in Section C.7.1.6. Whenever feasible, multiple variants shall be covered during a formal review. The entry and exit criteria for each formal review in the current Stryker SEP (Attachment 0007).

C.7.1.13.1.2. Integrated Product Process Development (IPPD).

C.7.1.13.1.2.1. Integrated Product Process Development (IPPD). Integrated Product Team (IPT) Working Groups (WGs) comprised of Government and Contractor subject matter experts (SMEs) shall review progress of the ECP Program. The Contractor shall inform the Government of the schedule of those WG meetings that correspond to the Test, Systems Engineering, Survivability, Lethality, Mobility, Vetrionics, and Software Working IPTs (WIPTs) identified in Table 3.4.4-1 of the SEP.

C.7.1.13.1.2.2. Reliability Contractor Support. The contractor shall provide support to the Government Stryker Brigade Combat Team (BCT) Project Manager for selected Government briefings and presentations. The contractor shall attend formal and informal meetings and prepare appropriate electronic media to support Government briefings and presentations. The meetings may include, Integrated Product Team (IPT) meetings, RAM scoring conferences, Test Readiness Reviews (TRR), and RAM Assessment Conferences.

C.7.1.14. Technical Performance Parameters (TPPs). The contractor shall propose TPPs for the purpose of mitigating program risk. The contractor shall propose TPPs no later than 30 days after contract award at the next scheduled TIM. The contractor may propose modification of the TPPs with Government concurrence. The contractor shall report on the status of TPPs and their effect on conformance to the SPS (Attachments 0008 and 0011 at TIMs and formal reviews. The initial TPPs for the Stryker ECP are weight, CG, and DTURC.

C.7.1.15. Reliability Requirements. The contractor shall design and test for compliance to reliability requirements. As an ECP effort, the vehicles designed and built under this ECP shall not degrade the reliability performance of Contractor Furnished Equipment (CFE), hardware, and software below the level specified in the SPS (Attachments 0008 and 0011). The contractor shall present progress at the

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C.7.1.15.1. Reliability Program Plan Execution. The contractor shall execute the approved Reliability Program Plan, Attachment 0009 , developed in Phase 1 of the ECP Program.

C.7.1.15.2. Reliability Case Report. The contractor shall document in the form of a Reliability Case Report the achievement of the Government approved Reliability Program Plan objectives in accordance with CDRL D012. The contractor generated report shall assess the reliability of the system using the System Reliability Model, the life-cycle operational & environmental load estimates generated therein, and the Failure Definition and Scoring Criteria (FDSC), Attachment 0010.

C.7.1.15.3. Reliability Analysis. The contractor shall establish and maintain an integrated Reliability model for the ECP effort based upon the FDSC identified by the Government that translates the development design into allocations and predictions enabling achievement of the reliability quantitative performance parameters. The system reliability model shall be used to: (1) generate and update the reliability allocations from the system level down to lower indenture levels; (2) aggregate system-level reliability based on reliability estimates from lower indenture levels; (3) identify single points of failure; and (4) identify reliability critical items and areas where additional design or testing activities are needed in order to achieve system reliability requirements. The system reliability model shall be used in order to assess if the design (including GFE integration) is capable of realizing reliability requirements in a user environment.

C.7.1.15.4. Failure Modes and Mechanism. The contractor shall identify and characterize failure modes and mechanisms for the ECP effort. The identification of failure modes and mechanisms shall be performed as a part of the design effort for any configuration items developed or modified under the ECP effort. The estimates of life-cycle loads on assemblies, subassemblies, and components shall be used as inputs to engineering and physics-based models in order to identify potential failure mechanisms and the resulting failure modes. Failure modes that may be induced by user or maintainer error shall be identified and confirmed through analysis or test. Failure modes and distributions that may be induced by manufacturing variation or errors shall be identified and confirmed through analysis or test.

C.7.1.15.5. Closed-Loop Failure-Mode Approach. The contractor shall establish and implement a closed loop failure reporting, analysis and corrective actions system. The contractor shall have an integrated team, consisting of suppliers of assemblies, subassemblies and components that shall analyze failure modes arising from modeling, analysis, test, or the field throughout the life cycle in order to formulate corrective actions. This process will be used to respond to Test Incident Reports (TIRS) and develop Failure Analysis & Corrective Action Reports (FACARS). Failure modes shall be mitigated by one or more of the following approaches:

- eliminating the failure mode,
- reducing its occurrence probability or frequency,
- incorporation of redundancy,
- mitigation of failure effects (e.g., fault recovery, degraded modes of operation, providing advance warning of failure), or
- acceptance of failure mode, failure rate, or detection rate.

C.7.1.16. Chemical, Biological, Radiological, and Nuclear (CBRN) Survivability and Decontamination Compliance Report. The contractor shall provide an analysis of the Stryker ECP Upgrade compliance with Army FM 3-11.5 "CBRN Decontamination", April 2006, denoting CBRN survivability and decontamination requirements, to the Government in accordance with CDRL D013, CBRN Survivability Compliance Report.

C.7.1.17. System Integration Laboratories (SIL).

C.7.1.17.1. ECP SIL Capability. The contractor shall modify existing ECP SIL capability as required to support the design, development, and testing of the Stryker ECP variants cited in paragraph C.7.1.6.

C.7.1.17.2. Unique SIL Benches. In the event the contractor requires utilization of the unique SIL benches for ECP purposes, the contractor may perform hardware and software modifications to the unique SIL benches. Upon completion of testing, the modifications shall be reversed and the bench shall be returned to the latest approved level of configuration.

C.7.1.17.3. Facility Demonstrator Vehicle and ECP Stryker SIL Maintenance. The contractor shall provide routine maintenance, not to exceed \$5,000, to the Facility Demonstrator Vehicle and the ECP portion of the SIL facilities and equipment created or modified under this contract. If the routine maintenance is expected to exceed \$5,000, the contractor must obtain Contracting Officer approval prior to proceeding with the routine maintenance.

C.7.2. Specific Scope. The contractor shall execute Stryker ECP Upgrade activities for the four key vehicle improvements and corresponding technologies listed below. Whenever feasible, the contractor shall use previous Stryker and LAV subsystem and component designs to mitigate cost and risk to the Stryker ECP Upgrade. Unless otherwise stated within this SOW, vehicle performance requirements can be found in Stryker SPS(s) 2000.1 through 2000.11 inclusive (Attachments 0008 and 0011). In the event that the key technologies inhibit the system's ability to meet the Stryker SPS, the contractor shall notify the Government, and a mutually agreed upon path forward shall be developed for final Government approval.

C.7.2.1. Critical Technologies.

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C.7.2.1.1. The contractor shall add a mechanical power upgrade

- a. The contractor shall integrate into the Stryker DVH vehicle the 450 hp rated engine used during the Phase 1 development activities.
- b. The contractor shall integrate into the Stryker DVH vehicle the six speed transmission used during the Phase 1 development activities.
- c. The contractor shall integrate into the Stryker DVH vehicle a climate control system capable of removing 15kW of heat from the crew compartment of the vehicle.
- d. The contractor shall upgrade all the supporting subsystems on the Stryker DVH vehicle, within the Full Up Power Pack), to maintain sub-system fluid temperatures within the manufacturers specification, while subjected to a continuous tractive effort weight ratio of 0.62 at a vehicle weight of 60,000 lbs, ambient temperature of 120 °F / 49 °C, 3% RH, 1125 W/m<sup>2</sup> solar load, and with the climate control system off.

The supporting sub-systems are as follows:

- i. Engine
- ii. Transmission
- iii. Transfer Case
- iv. Hydraulics
- v. Fuel Delivery

C.7.2.1.2. The contractor shall add an electrical power upgrade.

- a. The contractor shall integrate into the Stryker FoV the 910 amp alternator capable of producing a minimum current of 910 amps @ 28 Vdc at standard temperature and atmospheric pressure conditions onto the FUPP as outlined above in section C.7.2.1.1 (mechanical power upgrade).
- b. The contractor shall integrate into the Stryker FoV an electrical power distribution system capable of distributing the maximum amount of electrical power generated by the 910 amp alternator.
- c. The contractor shall develop a software controlled and reconfigurable solid state breaker architecture to replace the existing power distribution panel (PDP), PDP #2, and Communications Power Distribution Unit). The architecture shall support the additional electrical generation capacity of the 910 amp alternator. The architecture shall provide a uniform circuit protection method and allow for control of solid state circuit breakers from multiple crew stations. The power distribution system shall provide CAN SAE J1939 and Ethernet standard vehicle interfaces. The contractor shall utilize MIL-STD-1275 for the electrical power distribution system. The electrical power distribution system shall have the ability to monitor and report over the CAN interface, power usage by channel in order to enable future LRU prognostics and diagnostics.

C.7.2.1.3. The contractor shall add a chassis upgrade.

- a. The contractor shall integrate into the Stryker DVH vehicle a chassis design solution (suspension, driveline and steering subsystems) supporting a Gross Vehicle Weight Rating (GVWR) of no less than 63,000 lbs).
- b. The contractor shall integrate into the Stryker DVH vehicle the following suspension & driveline systems:
  - GDLs 6.0 suspension & driveline.
  - Passive spring and damper response tuned to the requirements within the current SPS, 2000.1, paragraph 3.1.1.5.9, at a vehicle weight of 60,000 lbs.
  - 395/85R20 tires.
- c. The driveline ratio on the Stryker DVH vehicle shall be optimized for the following parameters:
  - i. Top speed: 60 MPH
  - ii. 50 meter dash: less than nine seconds
  - iii. Sustained tractive effort ratio cooling: 0.62The following parameters shall be used in system analyses conducted to support this optimization:
  - Power pack updates described in Section C.7.2.1.1
  - Electrical system upgrades described in Section C.7.2.1.2
  - Vehicle weight of 60,000 lbs
  - 550 amp power draw from alternator
  - Vehicle frontal area of 91.84 ft<sup>2</sup>
  - Drag coefficient of 1.2
  - Cooling fan speed representative of the test condition

C.7.2.1.4. In-Vehicle Network.

- C.7.2.1.4.1. The contractor shall add an In-Vehicle Network (IVN) hardware and software architecture, designed in accordance to Attachment 0012 (Attachment 0012 references the specifications described in Attachments 0013, 0014, 0015, and 0016) "Stryker In-Vehicle Network Architecture (IVNA) Specifications" to the Stryker FoV.

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C.7.2.1.4.1.1. The contractor shall apply the IVNA specifications to all software and hardware components that are created or added to the Stryker FoV system; resultant from the contractors implemented IVN design. All pre-existing software and hardware Stryker Upgrade components are exempt from IVNA specification compliance, with regards to their integration with the contractors implemented IVN design.

C.7.2.1.4.2. The contractor shall use Commercial off the Shelf (COTS), Information Assurance enabled IT products as applicable per DoDI 8500.2.

C.7.2.1.4.3. The contractor shall meet the audit standards of data integrity for the following information assurance control items as specified in DODI 8500.2 and as applicable to the contractors IVN ECP design:

COBR-1	DCSR-3	ECCT-2	PECF-2
PRRB-1	DCFA-1	DCPP-1	IATS-2
DCSP-1	ECCR-2	ECID-1	ECCR-3
DCPA-1	ECAT-2	DCAS-1	DCNR-1
ECTC-1	PRMP-2	DCBP-1	ECTM-2
DCSL-1	ECCD-2	ECIC-1	
PESL-1	EBBD-3		

C.7.2.1.4.4. The contractors IVN design shall be premised on integration with the Video Display Electronic Terminal (VDET) based Stryker architecture. The contractor shall not create an IVN design premised on integration with the VDT based Stryker architecture.

C.7.2.1.4.5. The contractors IVN design shall replace the Strykers existing GFM Drivers Vision Enhancer display with an alternate multi-function capable display and shall maintain or exceed functionality as implemented in the current Stryker (Reference: IVN Display Resource, per Attachment 0012).

C.7.2.1.4.6. The contractors IVN design shall replace the Strykers existing GFM PM-FBCB2 JV-5 systems display (P/N# TBD) with an alternate multi-function capable display and shall maintain or exceed functionality as implemented in the current Stryker platform (Reference: IVN Display Resource, per Attachment 0012).

C.7.2.1.4.7. The contractors IVN design shall replace the Strykers existing 10/100 Ethernet switch with a 10/100/1000 (Gigabit) Ethernet switch(es) and shall maintain or exceed functionality as implemented in the current Stryker (Reference: Ethernet Switch, per Attach 0012).

C.7.2.1.4.8. The contractors IVN design shall network the VDET, the commanders IVN Computing Resource, and the drivers IVN Computing Resource (Reference: IVN Computing Resource, per Attach 0012).

C.7.2.1.4.9. The contractors IVN design shall implement a Multi-Function Vehicle Port (MFVP). (Reference: Multi-Function Vehicle Port, per Attachment 0012).

C.7.2.1.4.10. IVN Functionality.

C.7.2.1.4.10.1. All automotive gauges, indicators, signals, and statuses available on the Strykers Gauge Cluster Unit (GCU), that are driven by data delivered to the GCU via the Strykers CAN data busses, shall be viewable on the VDET and the commanders IVN Display Resource (Reference: IVN Display Resource, per Attach 0012).

C.7.2.1.4.10.2. Strykers Embedded Diagnostics System (EDS) Enhancements. The Stryker EDS user interface shall be made available on the VDET, the commanders IVN Display Resource, and the drivers IVN Display Resource (Reference: IVN Display Resource, per Attach 0012). The Stryker EDS active fault display and acknowledgment location shall be configurable to each of the EDS user interface locations cited above.

C.7.2.1.4.10.2.1. Option. The Stryker EDS shall be modified in accordance with the requirements contained in Attachment 0017.

C.7.2.1.4.10.3. The Strykers electrical power distribution system software user interface shall be made available on the VDET, the commanders IVN Display Resource, and the drivers IVN Display Resource (Reference: IVN Display Resource, per Attach 0012).

C.7.2.1.4.10.4. The Strykers GPS location (longitude, latitude, and elevation), GPS time, and GPS direction of travel shall be viewable on the VDET, the commanders IVN Display Resource, and the drivers IVN Display Resource (Reference: IVN Display Resource, per Attach 0012).

C.7.2.1.4.10.5. The Strykers Environmental Control System (ECS) settings shall be both viewable and controllable on the VDET, the commanders IVN Display Resource, and the drivers IVN Display Resource (Reference: IVN Display Resource, per Attachment 0012).

C.7.2.1.4.10.6. The Strykers PDF Viewer, accessible on the VDET of the current Stryker, shall be made accessible on the commanders IVN Display Resource and the drivers IVN Display Resource (Reference: IVN Display Resource, per Attach 0012).

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C.7.2.1.5. Government Furnished Equipment (GFE).

C.7.2.1.5.1. In accordance with the IMS, the Government will provide one vehicle by the specified need dates for each ECP-modified variant to support logistics validation and verification. The contractor shall utilize the vehicles for processes supporting logistics validation and verification during ECP phase II. Logistics validation and verification may necessitate vehicle alteration as required for development of logistics products approved by the Government.

C.7.2.1.5.2. The Government will provide test vehicles by the IMS-specified need dates for selected ECP-modified variants to support contractor testing. The variants and the quantity provided will be selected by mutual agreement between the Government and the contractor. The contractor shall utilize the vehicles for processes supporting contractor testing during ECP phase II. Contractor testing may necessitate vehicle alteration.

C.7.2.1.5.3. The contractor shall provide the Government with a GFM/E/I requirements list to support Phase II in accordance with CDRL L021.

C.7.2.1.5.4. The Government will provide the use of the following Government test sites: Aberdeen Proving Grounds, Yuma Proving Grounds, and Electronics Proving Grounds as required to support the initiatives.

C.7.2.1.6. Interface to Existing kits and C4ISR Kits. As necessary and in accordance with the kit assessment accomplished during Phase 1, the contractor shall modify the existing kits and kit interfaces identified in Attachments 0005 and 0006 to allow for kit installation onto Stryker vehicles such that the variant roles, referenced in Attachment 0005, can be configured from the Contractor's Technical Data Package (TDP) managed variant configurations.

C.7.2.1.6.1. Vehicle Fit-Up. Subsequent to the efforts conducted under C.7.2.1.6, the contractor shall conduct a trial fit up of the kits, document and list corrective actions for any interferences/incompatibilities and provide to the Government IAW CDRL D014. The contractor shall conduct a second fit up to verify corrective actions taken as a result of initial fit up. All Stryker kits shall be checked against applicable Stryker FoV ECP vehicles.

C.7.2.1.7. Risk Management.

C.7.2.7.1. The contractor shall follow the Stryker Risk Management Plan (Attachment 0018).

C.7.2.7.2. The contractor shall provide a risk status report in accordance with CDRL D016.

C.8. Integrated Logistics Support (ILS). The Contractor shall plan, manage and execute an ILS Program for Stryker ECP Phase II. The Contractor shall use the existing Stryker logistic support products as a baseline, conduct a Logistics Support Analysis (LSA) of the ECP changes/improvements, and update Logistics Management Information (LMI) to match the ECP vehicle configurations. The contractor shall ensure LSA/LMI data is available with sufficient lead time to validate/verify and field a logistics support package in support of ECP vehicle testing, and ECP vehicle fieldings. Logistic product updates under this scope are for ECP vehicle changes only, to include all vehicle configuration/technical data package changes, and the resolution of all ECP testing.

C.8.1. Level of Repair Analysis (LORA). The contractor shall conduct a LORA for new/modified ECP Field level components/ Line Replaceable Units (LRUs) The contractor shall conduct an economic and non-economic repair analysis. The contractor's examination and analyses shall determine the system, subsystems, assemblies, and subassemblies level of repair to the Field Level and determine if discard is warranted using the latest version of the Computerized Optimization Model for Predicting and Analyzing Support Structures (COMPASS) or Equipment Designers Cost Analysis System (EDCAS) Model. The contractor shall provide a LORA report, to include all COMPASS or EDCAS input and output data files used in the assessment (CDRL L001).

C.8.2. Reliability Centered Maintenance (RCM) Analysis. The contractor shall perform RCM analysis on ECP program unique components in accordance with AR-700-127 to identify and document on and off system Operator and Field Level Maintenance service tasks based on scheduled and on-condition preventive maintenance requirements. The analysis shall be conducted to support the Stryker Two Level maintenance concept. The contractor shall provide a validated final report that will summarize the findings of the RCM analysis and provides the following information (CDRL L002):

- a) Fully described functions supported by the system under analysis
- b) Subsystems of the system under analysis
- c) Appropriate and cost effective maintenance policies for the subsystems analyzed
- d) Shortcomings and recommended design changes for subsystems analyzed, if discovered
- e) RCM output data that shall be used as input for decision support tools that allow for electronic maintenance diagnosis.

C.8.3. LMI/LSA Database. Supportability data shall be stored in the contractor's integrated LMI/LSA system database and shall be accessible to the Government at the contractors facility. The contractor's supportability database shall be capable of producing

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preformatted logistics reports including but not limited to Maintenance Allocation Charts (MAC) and shall have a query capability. LMI/LSA-001 & LSA-004 reports shall be developed using MIL-HDBK-502 for Acquisition Logistics as guidance. Reports from the LMI/LSA database shall be provided to the Government upon request. The contractor shall update their LMI databases to match the ECP configuration, and shall include Government Furnished Information (GFI)/Government Furnished Equipment/Material (GFE/M) data as required to document complete configurations and interfaces. (L003)

C.8.4. Maintenance Task Analysis. The contractor shall define all tasks required to operate, maintain, and support the system to the lowest field replaceable assembly, and to the lowest Field component level. The task analysis shall identify all logistic support resources (i.e., manpower, force structure, facilities, support equipment, test program sets, training, initial parts allocations, etc) required to perform each task. The analysis shall consider and define the ECP impacts on the Stryker FoV. Task analysis shall be documented via LMI reports. (L003)

C.8.5. Provisioning. The contractor shall conduct provisioning in accordance with the established Stryker 2 Level maintenance philosophy down to the lowest field replaceable assembly. The contractor shall provide production representative drawings for all P-coded items to support item identification, application and next higher assembly in accordance with CDRL L004.

C.8.5.1. Provisioning Conferences. The contractor shall conduct formal provisioning conferences quarterly, and shall provide the necessary information to allow the Government to screen all part numbers for existing National Stock Numbers (NSNs) prior to delivery of LMI in accordance with CDRL L004. Ensure first delivery is after CDR.

C.8.5.2. Provisioning Alignment with Technical Publications Development. The contractor shall coordinate and schedule provisioning activities to ensure technical manual tasks and associated RPSTL updates are in alignment.

C.8.5.3. Engineering Data for Provisioning (EDFP). The contractor shall assemble the EDFP 30 days prior to the provisioning conference using 1388 delivery format. (CDRL L004).

C.8.5.4. Quality of LSA 036 Reports. The contractor shall ensure that the LSA 036 reports presented to the Government are acceptable for loading into the Logistics Modernization Program (LMP)/SAP system. The contractor shall deliver the LSA 036 for provisioning conferences in accordance with CDRL L004. The quality of the LSA 036 will be measured by the number of Provisioning Line Item Sequence Numbers (PLISNs) presented versus the number of errors found at each provisioning conference. For the entire contract period, the contractor shall present LSA 036 reports for each conference with a minimum of 98% acceptance rate (no more than 2 errors per 100 lines). The contractor shall provide all drawings to support the provisioning conferences. (CDRL L004).

C.8.6. Technical Publications.

C.8.6.1. FB Technical Publications. The contractor shall update Flat Bottom (FB) and Kit technical publications affected by ECP. Kit publications will be updated using their current format. For the - 10 Flat Bottom (Operator) and -13 & P IETM technical publications, the contractor shall incorporate ECP changes into current FB publications. All new and modified tasks will be written to the existing Operator/IETM publication MIL-STD, current FoV waivers and updated ECP style guide (Attachment 0026).

C.8.6.2. DVH Technical Publications. The contractor shall create new Technical Publication's for DVH ECP using current DVH as a baseline. For the - 10 (Operator) and -13&P IETM DVH technical publications the contractor shall incorporate ECP changes into current DVH publications. All new and modified tasks will be written to existing Operator/IETM publication MIL-STD, current FoV waivers and updated ECP style guide (Attachment 0026).

C.8.6.3. The contractor shall update and provide, in accordance with CDRLs L005 and L006, validated and verified Interactive Electronic Technical Manuals (IETMs) and paper Operator manuals and updated kit publications to include an editable PDF file on CD-ROM or DVD for paper-based publications. The publications shall be based on the production configuration of the Stryker ECP variants.

C.8.6.4. Publication History File. The contractor shall maintain a publication history file (CDRL L008). This file shall contain a record of all changes to each publication as a result of ECP change drivers (including but not limited to ECOS or ECPs, DA Form 2028s, FACARs, Government comments).

C.8.6.5. Technical Manual Validation and Verification. The contractor shall provide combined validation and verification support in accordance with AR 700-127. The contractor shall provide technical (SME) and administrative Val/Ver Monitors support for the Government TM Validation and Verifications. Validation and Verification shall be performed per USG Validation and Verification Plan. (Attachment 0023) This support may consist of management support, logistics engineering support, maintenance engineering, diagnostic engineering, technical writers/editors and illustrators, provisioning support, field representative support and other specialties engaged in development. The contractor shall monitor and document (IAW CDRL L005) the combined contractor validation and government verification of the IETMs, paper operator manuals, kit publications, Modification Work Orders (MWOs) and incorporate all changes or corrections into the final products. The contractor will incorporate all contractor and government comments and corrections made during the validation and verification in the time frame specified in the USG Validation & Verification Plan.

C.8.6.6. Technical Publication Quality Assurance Plan (TP QA). The contractor shall adhere to the current Stryker TP QA (Attachment 0022).

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C.8.6.7 External Agency Tasks Review Comment Incorporation Cycle Time. External agency review comments shall be incorporated within 30 working days of the contractor receiving direction to include these comments by the COR. Incorporation shall be demonstrated to the Government by a joint review of the IETM/Operator Manual/Kit Publication/MWO content upon final delivery (Government may use sampling to ensure incorporation). Schedule may be subject to rebaseline-ing due to USG priority changes or influences affecting schedule outside GDLS control. (CDRL L005, CDRL L006)

C.8.6.8. Rejected Tasks Cycle Time. Tasks that are rejected during validation & verification shall have all comments/corrections incorporated, and be presented to the Government within 20 working days of task rejection date unless the error is not the result of logistics product development.

C.8.6.9. Technical Publication Source Materials. The contractor shall create, provide and deliver technical publications source materials in accordance with AR 25-30 and DA PAM 25-40. The contractor shall deliver technical publications source material as part of all deliveries of the IETM (CDRL L005), Operator Manuals (CDRL L006), Technical Manuals and Technical Bulletins (TBs) (CDRL L010), Modification Work Orders (MWOs) (CDRL L009), and any other technical publication provided as part of this contract.

C.8.7. Battle Damage Assessment and Repair (BDAR) TM. The contractor shall update the current Stryker BDAR manuals (Operator and Field Level) to incorporate Stryker ECP deltas. (CDRL L007)

C.8.7.1. Demil Instructions. Contractor shall update current FOV Demil instructions to incorporate ECP deltas. (L007)

C.8.8. Paper Schematics shall be updated and provided in accordance with (CDRL L007).

C.8.9. Special Tools and Test Equipment (STTE). The contractor shall conduct an analysis of the tools, special tools and test equipment for ECP components. If STTE requires a change an ECP shall be prepared. The USG must be notified and give authorization prior to preparing an ECP for new or modified STTE. The contractor shall follow the order of precedence below when considering new or modified STTE:

- a. Use of equipment available to Stryker units or Stryker support units.
- b. The use of a federal supply item by adding it to the Stryker RPSTL as a special item.
- c. The development of a new support item.

C.8.9.1. The contractor shall maintain and furnish to the Government, special tool records and documentation updates, if changes occur due to ECP program. (CDRL L011). The contractor shall ensure that any new software/hardware is Department of Defense Information Assurance Certification compliant.

C.8.9.2. BII & STTE Drawings. Contractor shall update any changes to current BII Drawings (L011).

C.8.10. MWO Documentation. The contractor shall create and provide MWO documentation to support ECP application efforts (2 ea for FB; 4 ea for DVH). MWOs for Stryker ECP vehicles shall be developed IAW CDRL L009.

C.8.11. Packaging Data Development: The Contractor shall develop and provide packaging data (CDRL L012) for new or modified ECP items with a Source, Maintenance & Recoverability (SMR) code of P (procure) excluding PR (procure terminal obsolete, replaced) and PZ (procure terminal obsolete, not replaced) to provide for life cycle support and safe distribution of repairable items. Packaging data development priority shall be given to repairable items, Line Replaceable Units, and any large, high cost item classified as a Special Group Item. All items shall be classified as a selective group item or special group item. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. The contractor shall complete verification and provide support data with each data submittal. Validation support data shall include item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items. Items with assigned Contractor and Government Entity (CAGE) Codes of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044, and 05047 are excluded from packaging data development.

C.8.11.1. The contractor shall generate and provide LMI packaging data in accordance with CDRL L012 to ensure compatibility with the Governments data repository. The contractor shall develop, maintain and update packaging data.

C.8.11.2. The Contractor shall develop Special Packaging Instructions (SPI) for each item classified as a Special group item. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. SPI format shall be IAW CDRL L013.

C.8.11.3. Validation Testing of Packaging. Validation testing of Special group items shall be in accordance with CDRL L013. Each SPI submitted shall have a validation report including photographs. Photographs shall show the product is undamaged. Validation report shall be submitted concurrently with SPI submittal.

C.8.11.4. Equipment Preservation Data Sheets (EPDS). Contractor shall update the current Equipment Preservation Data Sheets (EPDS) for each ECP vehicle variant IAW CDRL L019.

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C.8.12. Reusable Container Assessment. The contractor shall perform assessments to determine if existing container designs are suitable. The contractor shall assess the fit and function of existing containers and compare costs of modifications with the cost of new designs. Assessment data shall include analysis of the need for a new or modified LLRC. Assessment data shall compare costs for conventional packaging and LLRC packaging.

C.8.12.1. Reusable Containers for ECP Unique items. Container Design Retrieval System (CDRS) is a management system program to provide a DoD centralized automated database system for storing, retrieving, and analyzing existing container designs and test information concerning specialized containers. The contractor shall use this system when making search requests for DoD Long Life Reusable Container (LLRC) designs.

C.8.12.2. Reusable Container Searches. The contractor shall identify ECP unique engine, transmission and other major repairable items, including Line Replaceable Units (LRUs), and items requiring special handling or condemnation procedures as possible LLRC candidates. The contractor shall make a CDRS search request for any item that TACOM LCMC approves as a LLRC candidate. The contractor shall search for new or existing commercially available reusable container designs that are suitable for LLRC candidates. Format of CDRS search request shall be IAW CDRL L014.

C.8.12.3. Reusable Container Proposal. The contractor shall propose reusable container development for TACOM LCMC LLRC candidates. Each proposal shall include assessment data, cost of development, design, LLRC prototype manufacture, validation, and completion of the technical data package for competitive procurement (Attachment 0025). Container proposals, testing/validation, and TDP development shall be IAW CDRL L015.

C.8.12.4. Development. Upon approval of a LLRC design proposal or container modification proposal, the contractor shall build a prototype.

**Training and Training Support.**

C.8.13. Training Products. The contractor shall develop all training products using the TRADOC Training Development Capabilities (TDC) database software. The contractor shall provide the following training products for Operator and Maintenance Training. The training products will consist of Course outlines, draft Program of Instruction (POI), Lesson Plans and Student Evaluation Guides. CDRL L016.

C.8.13.1. Instructor and Key Personnel Training (I&KPT). The contractor shall conduct four operator and four maintainer training classes using training materials developed under this contract, at four CONUS locations ( 2 EA JBLM, 1 EA Ft. Benning, 1 EA Ft. Lee). The purpose of the classes is to teach instructors and key personnel on ECP training material updates, and verify the content of OPNET and FLMNET ECP training materials. The contractor shall provide to the government class rosters, student evaluations and After Action Report. (CDRL L017) Class size and durations as follows:

I&KPT Training - 4 students / Each class NTE 80 hours

C.8.13.2. Training shall consist of proper operating procedures, equipment and familiarization, safety precautions, operator and maintainer Preventative Maintenance Checks and Services (PMCS) maintenance tasks IAW the appropriate Vehicle Technical Manual. All necessary materials and equipment required to support training of the Stryker ECP variants shall be provided by the contractor. Draft manuals shall be used for training purposes until manuals have been authenticated.

C.8.13.3. Instructor Requirements/Qualifications. The contractor shall provide instructors for each training course. Instructors shall be present to instruct, and to ensure adequate supervision of student performance during practical exercises. The instructors shall be ARMY BASIC INSTRUCTOR COURSE (ABIC) certified.

C.8.13.4. Course Material Development. Training materials shall be developed in accordance with TRADOC Regulation 350-70, Systems Approach to Training Management (SATM), Processes, and Products.

C.8.13.5. The contractor shall conduct a Training Task Analysis on new and updated Military Occupation Specialty tasks added to the Program of Instruction (POI), in conjunction with the TRADOC Proponent Schools to ensure all tasks are complete, correct, and allocated the proper amount of time, as set forth in the POI. (CDRL L018)

C.8.14. Contractor shall provide access to technical data (to include drawings, and description of functionality) to the government to support ECP changes to the Stryker Training Aids Device Simulations and Simulators (TADSS).

C.8.15. Maintenance of ECP Logistics Vehicles. The contractor shall conduct maintenance of ECP logistics vehicles located at the Shelby facility in accordance with AR 750-1, Army Materiel maintenance Policy. The contractor shall perform periodic schedule maintenance and unscheduled vehicle maintenance of all facility vehicles, in accordance with the applicable technical manual for the vehicle. The contractor shall document the condition and configuration status of all facility vehicles and provide documentation access to the COR upon request. The ECP vehicle(s) shall be maintained in ECP configuration unless directed other by USG.

C.8.15.1. Maintenance of ECP Prototype/Demo Vehicles. The contractor shall conduct maintenance of ECP vehicles in accordance with AR 750-

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1, Army Materiel maintenance Policy. The contractor shall perform periodic schedule maintenance and unscheduled vehicle maintenance of all facility vehicles, in accordance with the applicable technical manual for the vehicle. The contractor shall document the condition and configuration status of all facility vehicles and provide documentation access to the COR upon request. The ECP vehicle(s) shall be maintained in ECP configuration unless directed other by USG.

C.8.16. ITEM UNIQUE IDENTIFICATION (IUID) MARKING: The contractor shall adhere to IUID standards per DFARS Clause 252.211-7003 for ECP vehicles and ECP materials/LRUs developed under this contract. The contractor shall identify IUID candidates at quarterly LMI Reviews for USG approval. After approval, The contractor shall implement specific IUID markings, IAW MIL-STD-130. The contractor shall incorporate the IUID marking into the existing data plates. Whenever feasible, the location of the marking on the item shall ensure its readability during normal operational use.

C.8.17. Log Management Information (LMI) Reviews. LMI reviews shall be conducted quarterly at a time that will not conflict with quarterly provisioning conferences. The contractor shall prepare in contractor format a presentation to show the current status of logistics products. These reviews will be used to monitor progress, identify and resolve problems, prioritize activities, and establish schedules for all logistics products. Minutes will be recorded by the contractor to include action items and provided to all attendees NLT three working days after the LMI reviews IAW CDRL L020. All LMI reviews will be held at a mutually agreed upon location and time.

C.9. Contractor Test Support (CTS).

C.9.1. Contractor Technical Testing. The Contractor shall execute tests to sufficiently mitigate technical risks and confirm the readiness of the system to enter Government test.

C.9.2. Contractor Support to USG Testing. The contractor shall support Government testing as defined in Stryker ECP draft TEMP (Attachment 0024). Contractor test support consists of the following: (1) Training for Government test officers, data collectors, operator, crew and maintenance personnel; (2) Providing technical manuals, delta kits, special tools and test equipment, (3) Field Test Engineers (FTE), and mechanics to support testing of vehicles at test sites. The FTE and mechanics shall orient, advise and make recommendations to Government personnel with respect to operations, maintenance, repair and parts supply for the equipment furnished under this contract. (4) The contractor shall verbally notify the Government data collector of any known errors or inconsistencies in technical manuals or publications. (5) The contractor shall be required to resolve all GFE integration and vehicle performance issues that result during Contractor supported Government testing. (6) The contractors FTEs shall deprocess all prototypes identified in this scope of work. Deprocessing shall consist of the repair of transit damage, integration of over-packed items, integration of mission equipment and deployment kits and repairs to ensure the system is fully mission capable prior to test. The contractor shall meet the operational readiness of Full Mission Capable (FMC) in accordance with the Interactive Electronic Technical Manuals (IETM).

C.9.2.1. Delta Kits. The Contractor shall deliver ECP delta kits to support USG Development, Operational and Live Fire Testing. The delta kits and accompanying installation instructions shall be delivered to the test sites 30 days in advance of the test vehicles arriving at the test sites as defined in the Stryker ECP Draft TEMP.

C.9.3. System Support Package List (SSPL). The contractor shall deliver a System Support Package List (SSPL) to the Government for each major test required by the Stryker ECP Draft TEMP. The SSPL shall be delivered in accordance with CDRL T001.

C.9.3.1. The Contractor shall assemble, furnish and ship (to include packing, packaging, and transportation) the Stryker ECP unique System Support Package (SSP) to each designated test site 30 days prior to the start of test. The SSP shall include all required Contractor support parts and items. Replacement items which are not available in the SSP or were not furnished in sufficient quantities shall be provided by the contractor within 3 working days. The Contractor system support package does not include GFM related support.

C.9.3.2. The Contractor shall maintain a database containing all Stryker ECP unique SSP parts acquired in support of Government testing. The Contractor shall deliver an electronic file, in Contractor format, of that database as described in CDRL T003. The Contractor shall prepare an After Action Report (AAR), in Contractor format, each week noting items provided, maintenance completed, spare parts provided, items still required, and serial numbers of major components as described in CDRL T003.

C.9.4. Office Space. The Government will provide available office space for test support personnel.

C.9.4.1. The Government will provide available storage facilities for Contractor SSP at two test sites, one at the Aberdeen Test Center and the other at Yuma Proving Grounds.

C.9.5. Potential Warranty Coverage. If any part(s) removed from a vehicle during testing is later determined to be covered by a pass-through warranty included in this contract, the contractor shall credit the test support with any cost to repair or replace (whichever is applicable) the warranted asset.

C.9.6. Test Incident Reports (TIRS) and Failure Analysis & Corrective Action Reports (FACARS). During USG testing, the contractor shall be responsible for accessing the test site computer databases, primarily the Versatile Information Systems Integrated Online (VISION) Digital Library System, for all TIR data. The TIR will identify the level of defect as, Critical Defect, Major, Minor, or informational. Upon receipt of a TIR, the contractor shall determine the root cause of the failure and furnish a failure analysis with a proposed corrective action plan (FACARS) in accordance with CDRL T004. Receipt is defined as the day the TIR is posted to the database.

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C.9.7. Monthly Performance Report. The contractor shall submit a monthly performance report for all work performed to support Government test in accordance with CDRL T005.

C.9.8. Configuration Management of Prototypes. The contractor shall provide quarterly reports regarding configuration of vehicles in test in accordance with CDRL T002.

C.9.9. Live Fire Testing. The contractor shall support and participate in the Government Live Fire IPTs. The contractor shall provide technical descriptions of components and their functions. The contractor shall provide spare parts sufficient to replace any damaged component during full up system (FUSL) testing to support Government planning and conduct of live fire testing.

C.9.10. Performance Standards. Failure to comply with the Section above will be documented by the COR and recorded in the Contractor Performance Assessment Report (CPAR).

C.10 Stryker FoV - Fabrication of Prototypes.

C.10.1. The contractor shall provide Stryker FoV prototypes that meet the requirements of this SOW and the Stryker FoV performance specifications as referenced in Attachments 0008 and 0011 classified ANNEX Appendix 4, Survivability/Lethality Requirements Draft Rev B dated 26 April 2012. Efforts addressed in this Section C.10 for production shall be performed for each variant/configuration.

C.10.2. Integrated Manufacturing and Product Assurance (IMPA). The contractor shall develop an IMPA Plan in accordance with CDRL P003. The IMPA Plan shall address transition-to-production and include all efforts required to produce the Stryker FoV with ECP variant/configuration. The plan shall include producibility analyses, manufacturing planning, and quality.

C.10.2.1. Producibility Analyses. The contractor shall conduct producibility engineering analyses during this phase and document the results. In accordance with CDRL P001, the contractor shall provide a process capability analysis to demonstrate that the product design is compatible with planned manufacturing processes, and that those processes are capable of producing the system to meet the Stryker FoV performance specifications.

C.10.2.2. Government Plant Facilities /Equipment. The Government will provide, on a non-interference basis, rent-free use of the Lima, Ohio Joint Systems Manufacturing Center (JSMC) for ECP Prototype build. Non-interference, as used in this context shall mean that as long as the USG has no need for it, the contractor can use Ohio Joint Systems Manufacturing Center (JSMC) for ECP Prototype build. To serve as a baseline, the contractor shall provide the following: (1) square footage of the JSMC facility attributable to Stryker production; and (2) labor hours of the JSMC facility attributable to Stryker production, in accordance with CDRL P002. The contractor shall seek Contracting Officer approval for any planned increases or decreases equal to or exceeding 10% in: (1) floor usage (i.e. square footage) attributable to Stryker production at the JSMC facility; and/or (2) labor attributable to Stryker production at the JSMC facility.

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

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

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 10 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 5 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.204-4600	CONTRACTOR VERIFICATION SYSTEM (CVS) PROGRAM	APR/2007
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The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent\* (TA), unless there are extenuating circumstances approved by the Contracting Officers Representative (COR) or Contracting Officer. \*The COR will be the TA for this contract.

The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require logical access to a government computer network. This can be done by going to <http://www.us.army.mil> and register as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore it is critical that contractor employees maintain their AKO accounts.

It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as your firms single point of contact for CVS. If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

CAC applications must be processed through the DoDs Contractor Verification System (CVS). The contractors FSO or contractor employee shall submit requests for a CAC via email to the CVS Trusted Agent (TA) at (TA) at [dami\\_cacsbot@us.army.mil](mailto:dami_cacsbot@us.army.mil) before accessing the CVS website.

The government will establish a CVS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the CVS account and complete the CAC application (entering/editing contractor information as applicable) at <https://www.dmdc.osd.mil/appj/cvs/index.jsp>.

The FSO or contractor employee will submit completed applications in CVS, and will follow up to ensure that the TA is processing the request.

The government will inform the contractors applicant via email of one of the following:

- Approved\*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<http://www.dmdc.osd.mil/rs1/owa/home> provides RAPIDS locations).
- Rejected\*. Government in separate correspondence will provide reason(s) for rejection.
- Returned. Additional information or correction to the application required by the contractor employee.

\*The contractor will maintain records of all approved and rejected applications.

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At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

Issued CACs shall be for a period of performance not longer than three (3) years or the individuals contract end date (inclusive of any options) whichever is earlier.

The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

A CAC cannot be issued without evidence that a National Agency Check with Written Inquires (NACI) has at least been initiated by the FSO. CVS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

Details and training on CVS are available on AKO at <https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at [iacapki.helpdesk@us.army.mil](mailto:iacapki.helpdesk@us.army.mil) or 866-738-3222.

(End of Statement of Work)

C-3            52.209-4023            OPSEC TRAINING REQUIREMENT            JUN/2012  
(TACOM)

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training.

(End of Clause)

C-4            52.237-4000            CONTRACTOR MANPOWER REPORTING (CMR)            FEB/2013  
(TACOM)

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 services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields 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

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(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

C-5

52.239-4003

SECTION 508 CONFORMANCE

APR/2010

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

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

## Section 508 Accessibility Standards

## 1194.21 Software applications and operating systems.

- (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.
- (b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.
- (c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.
- (d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.
- (e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.
- (f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.
- (g) Applications shall not override user selected contrast and color selections and other individual display attributes.
- (h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.
- (i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.
- (k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.
- (l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

## 1194.22 Web-based intranet and internet information and applications.

- (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
- (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
- (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
- (d) Documents shall be organized so they are readable without requiring an associated style sheet.
- (e) Redundant text links shall be provided for each active region of a server-side image map.
- (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
- (g) Row and column headers shall be identified for data tables.
- (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
- (i) Frames shall be titled with text that facilitates frame identification and navigation.
- (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.

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(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.

(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.

(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (1).

(n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

(o) A method shall be provided that permits users to skip repetitive navigation links.

(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

## 1194.23 Telecommunications products.

(a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.

(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.

(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.

(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.

(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.

(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.

(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.

(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.

(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.

(k) Products which have mechanically operated controls or keys, shall comply with the following:

(1) Controls and keys shall be tactilely discernible without activating the controls or keys.

(2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2 N) maximum.

(3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.

(4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.

## 1194.24 Video and multimedia products.

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

(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.

(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.

(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.

(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.

## 1194.25 Self contained, closed products.

(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach assistive technology to the product. Personal headsets for private listening are not assistive technology.

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- (b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.
- (c) Where a product utilizes touch screens or contact-sensitive controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).
- (d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.
- (e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.
- (f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.
- (g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.
- (i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (j) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following:
- (1) The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length.
  - (2) Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.
  - (3) Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.
  - (4) Operable controls shall not be more than 24 inches behind the reference plane.

## 1194.26 Desktop and portable computers.

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

## 1194.31 Functional performance criteria.

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

## 1194.41 Information, documentation, and support.

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

(End of Clause)

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SECTION D - PACKAGING AND MARKING

D.1.1 Software, technical data, reports, etc. shall be preserved and packed sufficient to ensure safe delivery to the point of delivery.

D.1.2 The contractor shall preserve, mark, and package all repairable items in accordance with the Government approved packaging developed in accordance with C.8.11, Packaging data Development, of this contract. In the event, packaging has not been developed, the contractor shall package and preserve the item(s) in accordance with MIL STD-2073-1D.

D.1.2.1 All consumable items, Training Aids, System Support Packages (SSP) and Special Tools scheduled for shipment shall be preserved and packaged by the Contractor to provide physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one (1) year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging, except as otherwise provided in this contract.

D.1.3 Each Stryker vehicle shall be processed to Level B drive-on and drive-off requirements in accordance with the Government approved Equipment Preservation Data Sheets (EPDS) in accordance with MIL-STD-3003 prior to shipment and possible storage for a period up to 90 days in outdoor environment. Fuel tanks shall be one-half (1/2) filled with operational fuel and applicable biocide or JP8 fuel. All batteries shall be fully charged. All vehicles and mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49 (for truck and rail transport), International Maritime Dangerous Goods Code (for vessel transport) and the Joint Service Regulation AFMAN24-204/TM38-250 (for military air). All preventive maintenance shall be performed prior to Government acceptance. All components removed from the vehicle for reduction of cube including accessories shall be preserved, packaged, packed and marked to ensure safe delivery within the vehicle and minimize pilferage, corrosion and deterioration during shipment to receiving activity including temporary outdoor storage for up to 90 days.

D.1.4 Wood material utilized in the shipment and storage of all reparable items and Stryker FOV must comply with requirements outlined within this paragraph. Boxes, pallets and inner packaging that are fabricated using non-manufactured wood shall be heat-treated for all military and commercial packaging application. All non-manufactured wood used in packaging shall be heat-treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The manufacturers of boxes, pallets and wood members used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee (ALSC). The manufacturer of boxes and pallets and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box and pallet shall be marked to show conformance to the International Plant Protection Convention Standard (IPPCS).

The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens on two sides of the pallet or box. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

D.1.5 For each hazardous material item shipped under this contract, a copy of the Material Safety Data Sheet (MSDS) shall be placed into a sealed pouch and attached to the outside surface area of the Unit Container and Intermediate Container containing the prescribed hazardous material item. The contractor shall comply with the applicable codes and standards listed here: (1) Code of Federal Regulation Titles 29, 40, and 49, (2) International Maritime Dangerous Goods Code, for vessel transport, and (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments.

D.2 MARKING

D.2.1 All vehicles shall be marked and labeled IAW Defense Transportation Regulations (DTR) and MIL-STD-129 Revision P19 September 2007, as amended. Additionally, each shipped vehicle shall have the following placarded on the vehicle:

THIS VEHICLE SHOULD NOT BE DECK LOADED. THIS VEHICLE IS NOT PRESERVED OR APPROVED FOR DECK LOADING.

L = \_\_\_\_\_ FT.    W = \_\_\_\_\_ FT.    H = \_\_\_\_\_ FT.  
GROSS WEIGHT = \_\_\_\_\_ LBS.    CUBE = \_\_\_\_\_ CU. FT.

CONTRACTORS NAME  
CONTRACTORS ADDRESS  
CITY, PROVINCE, COUNTRY, ZIP CODE

D.2.2 All consolidation containers shall be marked in accordance with Contractors standard practice.

D.2.3.3 All software, technical data, reports, etc. referenced in Paragraph D.1.1 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.2.4 All other material shipped into the military distribution system shall be marked in accordance with MIL-STD-129 Revision P, as amended, including bar coding. Contractor is responsible for application of special markings including but are not limited to Shelf-life, structural and special handling markings.

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D.2.4.1 Contractors and vendors shall apply identification and address markings with bar codes in accordance with MIL-STD-129 Revision P, as amended. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address.

A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. Direct Vendor Delivery (DVD) shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per DVD Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with MIL-STD-129 Revision P, Paragraph 5.3.

D.2.4.2 Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129 Revision P. Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

**D.3 LOADING, BLOCKING, AND BRACING**

D.3.1 Damage that occurs to any vehicle during loading shall be repaired and replaced by the Contractor at no additional cost to the Government. Contractor shall be liable for payment of any damage to a unit caused by the failure to load, block, and brace in accordance with the acceptable standards set forth herein.

D.3.2 Shipments of vehicle by rail shall be blocked and braced in accordance with the Association of American Railroads by the Contractor. Shipments, for which the Association of American Railroads has published no such standards, shall be blocked and braced IAW standard established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

D.3.3 For truck transportability, the Contractor shall load, block, and brace the vehicle onto a designated carrier in accordance with standard commercial freight (truck) practice.

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

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## SECTION E - INSPECTION AND ACCEPTANCE

## SECTION E.1 -INSPECTION AND ACCEPTANCE

## E.1.1 FINAL INSPECTION RECORD (FIR)

(a) The Contractor shall develop, maintain, and implement a FIR for each vehicle delivered under this contract in accordance with CDRL E001. The PM-SBCT Product Assurance Office will validate and approve all FIRs and FIR revisions. The contractor shall control FIRs by revision and date, and maintain a FIR revision matrix that will be available to the Government. The Contractor shall notify the Government prior to making any procedural changes to the FIRs. The Government reserves the right to require revalidation of any FIR changed/modified by the Contractor. If revalidation is required, it shall be coordinated such that no hardware is offered for acceptance until the change has been incorporated and validated by the Government. A completed copy of the FIR shall be submitted to the Government for each vehicle offered for acceptance. Any electronic FIR system used by the contractor shall incorporate all requirements of this paragraph, and shall be fully accessible by all Government personnel requiring its use.

(b) Deficiencies disclosed during inspection by the contractor shall be described in writing and included as part of the FIR.

(c) If the contractor determines that the FIR is not appropriate for final inspection of the end item, for any reason, he must obtain authorization from the PM-SBCT Product Assurance Office prior to employing any other form for this purpose.

E.1.2 PROTOTYPE DOCUMENTATION CONTROL. The contractors control of documents and records shall be in accordance with documented procedures (ISO 9001 quality system). The procedures must assure that any issues or problems found with the technical data used to produce the prototype vehicles are captured, and the technical data is revised as necessary. The system must assure that all red-line drawing changes are used for drawing revisions. The system must include a feed-back mechanism to assure that test issues (e.g. interferences, upgrades, changes, corrections, weld modifications) are used to revise technical data for subsequent production.

## E.1.3. USE OF GOVERNMENT PROPERTY / MATERIAL.

When the Government provides material, the Contractor shall perform and the Contractor's quality procedures shall include the following:

- a. Examination upon receipt to detect damage in transit.
- b. Inspection for completeness and proper type.
- c. Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage.
- d. Functional testing, prior to or after installation, to determine satisfactory operation; as it relates to Stryker integration.
- e. Identification and protection from improper use or disposition.
- f. Verification of quantity.

The Contractor shall report, using a Product Quality Deficiency Report (SF 368), submitted through the Product Data Reporting and Evaluation Program (PDREP) system, Government furnished property found damaged, malfunctioning or otherwise unsuitable for use.

E.1.4 INSPECTION & TEST EQUIPMENT. The Contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to determine if the end item vehicle meets the contract requirements. All Contractor inspection equipment shall be available for use on or before the start of production. The Contractor shall make inspection equipment available to Government Inspectors during Government in-process or end item inspection.

E.1.5 PRODUCT ACCEPTANCE. The Contractor shall implement and maintain a product acceptance system. The system will evaluate production Hardware/Software (HW/SW) compliance with the Final Inspection Record (FIR). The FIR shall be completed by the contractor prior to offering any product to the Government for acceptance. The Contractor shall meet all production HW/SW (including purchased products) requirements including, the STRYKER FOV performance specifications and the applicable lower level performance specifications.

E.1.6 FINAL ACCEPTANCE. The Contractor shall perform final inspection of each end item vehicle in accordance with contract requirements utilizing the Government approved FIR. Defects disclosed during inspection by the Contractor or the Government shall be described in writing on a Defect Sheet attached to the FIR.

E.1.7 INSPECTION RECORDS. Inspection records of all inspections, examinations and tests (in-process or end item) performed by the Contractor shall be kept complete and available for a period of four years following completion of this contract.

## E.2 WELDING

E.2.1 WELDING DESIGN. All weldments provided by the Contractor shall meet the design and fabrication requirements in the appropriate American Welding Society procedures or approved equivalent for structural steel other than armor. The design of ballistic structures shall be IAW the Ground Combat Vehicle Welding Code Steel, TARDEC Spec 12479550.

E.2.2 WELDING PROCEDURES. The Contractor shall develop welding procedures IAW American Welding Society (AWS) or equivalent weld code

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requirements equivalent for structural steel other than armor. Repair welding of post DD 250 vehicles of defective parts shall require Government approval of the written repair procedures. Welding procedures for ballistic structures shall be IAW the applicable Ground Combat Vehicle Welding Code - Steel.

E.2.3 ALTERNATE WELDING STANDARDS. The Contractor may utilize alternate standards or codes once they or their suppliers have demonstrated that equivalent or better quality and performance can be obtained by their use. It is the Contractors responsibility to demonstrate such equivalence. If the Contractors component supplier will not release specific proprietary information, the Government reserves the right to conduct an on-site review of the Contractors suppliers quality system and weld processes to verify their capability of producing acceptable welds. The Government reserves the right to approve/disapprove the use of any and all such alternative weld standards, and specifications. The demonstrated equivalent shall be verified prior to fabrication of any production weldment.

E.2.4 WELDER QUALIFICATION. The qualification of welders, welding operators, and tack welders for non-ballistic structures shall be IAW the applicable AWS welding Code or approved equivalent code. The qualification of welders, welding operators, and tack welders for ballistic structures shall be IAW the applicable Ground Combat Vehicle Welding Code. Robotic applications must be validated to insure the process meets the weld procedure qualification requirements of the applicable specifications.

E.2.5 VISUAL WELD INSPECTION. The Contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of the Contractors inspectors shall be based on one of the following:

- 1) Current or previous certification as an AWS Certified Welding Inspector
- 2) Current or previous certification by the Canadian Welding Bureau (CWB)
- 3) Inspection performed by an engineer, technician, or operator who is competent in the use of weld inspection techniques and equipment, on the basis of formal training, experience, or both, in metals fabrication, inspection, and testing.

E.2.6 WELD CONFORMANCE. During prototype development and test, the contractor shall evaluate the adequacy of the welding processes and procedures employed, and the accuracy of vehicle welding with respect to drawings. Hull weld joint designs, configurations, processes and procedures established by successful prototype testing shall become the minimum acceptable for any subsequent production under this contract. Weld joints deviating from those successfully completing prototype testing (whether in location, extent, completeness, size, filler metal, joint fit-up, process, etc.) shall not be acceptable for subsequent vehicles.

E.2.7 BALLISTIC ACCEPTANCE TESTING. Ballistic acceptance testing shall be conducted by the USG throughout the contract at the USG's discretion. Deviation from the process detailed below will be allowed only with prior approval by the USG.

E.2.7.1 INITIAL ACCEPTANCE TESTING(IAT). Initial acceptance testing will be conducted on new armor recipes to determine if armor recipe performance meets or exceeds the vehicle performance specification requirements. Armor recipe acceptance testing will be conducted by the USG at a government-approved test facility.

E.2.7.1.1 New armor recipes are material combinations which have not been through government acceptance testing for a specified threat. Any changes in the raw materials, manufacturing processes or dimensional thickness of an armor component or sub-component are considered new recipes and will be subject to Initial Acceptance Testing (IAT). New armor recipes shall be subjected to ballistic validation (IAT) prior to production.

E.2.7.1.2 FAILURE TO MEET IAT BALLISTIC REQUIREMENTS. If a component or subcomponent does not demonstrate that it satisfies performance requirements when subjected to testing, the government will either declare the component or subcomponent a failure or conduct up-sample testing to determine if the non-conformance is repeatable. Up-sample testing is allowable for up to two complete penetrations (CPs). If any failures are observed during the IAT and up-sampling is deemed appropriate by the USG, then the contractor shall pay for additional materials, all contractor labor associated with material preparation, and government testing. Up-sample testing is the expansion of the existing test effort by the acquisition of additional material components and/or subcomponents and subjecting the materials to the same test procedure in an effort to verify that the material will still conform to the performance specification.

E.2.7.2 BALLISTIC QUALIFICATION OF WELD JOINTS. Ballistic testing of weld joints shall be conducted as specified for armor recipe IAT testing. New weld joints conforming exactly to existing joint configurations for existing materials will not require requalification. The sample size will be determined by the USG in the appropriate section of the contract. The weld joint test plates shall be in addition to the test plates required for IAT acceptance. Those weld joints requiring testing are:

- (1) Any new joint configurations or alterations to existing joints.
- (2) Any changes to welding procedures for existing joint configurations (e.g. weld parameters or filler materials).
- (3) Any new welding procedures.
- (4) Any changes to materials, whether base material or weld filler, either to type of material, and/or thickness.

E.2.7.3 Testing shall be conducted in accordance with "ITOP 2-2-713: Ballistic Testing of Armor." (Attachment 0019).

E.2.7.3.1 For unique armor recipes, the contractor shall be allowed 0 failures ("complete penetrations") out of 22 threat impacts. If complete penetration(s) occurs, limited up-sampling (up to two complete penetrations) shall be allowed, but not to exceed 52 valid

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impacts on a specific armor recipe.

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	JAN/2009

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

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

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

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

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

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

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

[End of Clause]

	E-5	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: \_\_\_\_\_

(Name)                      (CAGE)

---

(Address)                      (City)                      (State)                      (Zip)

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ACCEPTANCE POINT:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(CAGE)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

[End of Clause]

E-6

52.246-4048

DRAWINGS FOR INSPECTION

NOV/2012

(TACOM)

When requested, the Contractor shall make available to the Government Inspector, the drawings, specifications and any applicable Engineering Exceptions associated to the drawings, to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings, specifications and Engineering Exceptions, will be returned to the Contractor.

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 Government's inspection requirements.

(End of Clause)

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## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 Stryker ECP Prototype Test Vehicle Delivery Schedule

The Contractor shall deliver the following 14 Flatbottom (FB) Stryker ECP Prototype test vehicles as follows:

<u>Qty</u>	<u>Vehicle Variant</u>	<u>Destination</u>	<u>Delivery</u>
1	MGS	EPG-FORT HUACHUCA	1ST QTR 2016
1	MGS	ABERDEEN,MD	2ND QTR 2016
1	ICV	EPG-FORT HUACHUCA,AZ	4TH QTR 2015
1	ICV	ABERDEEN,MD	1ST QTR 2016
1	CV	SHELBY, MI	2ND QTR 2016
1	CV	EPG-FORT HUACHUCA	1ST QTR 2016
1	FSV	YUMA,AZ	1ST QTR 2016
1	ESV	SHELBY MI	2ND QTR 2016
1	MEV	ABERDEEN,MD	2ND QTR 2016
1	ATGM	ABERDEEN,MD	1ST QTR 2016
1	MCV	YUMA,AZ	1ST QTR 2016
1	NBCRV	YUMA,AZ	1ST QTR 2016
1	NBCRV	EPG-FORT HUACHUCA	2ND QTR 2016
1	RV	YUMA,AZ	2ND QTR 2016

The Contractor shall deliver the following 12 Double-V Hull(DVH)Stryker ECP Prototype test vehicles as follows:

<u>Qty</u>	<u>Vehicle Variant</u>	<u>Destination</u>	<u>Delivery</u>
1	ICVV	SHELBY, MI	3RD QTR 2015
1	ICVV	EPG- FORT HUACHUCA, AZ	4TH QTR 2015
1	ICVV	ABERDEEN, MD	4TH QTR 2015
1	ICVV	ABERDEEN, MD	4TH QTR 2015
1	CVV	YUMA, AZ	2ND QTR 2017
1	CVV	SHELBY, MI	3RD QTR 2017
1	ATVV	SHELBY, MI	2ND QTR 2017
1	MEVV	ABERDEEN, MD	3RD QTR 2017
1	ESVV	YUMA, AZ	1ST QTR 2017
1	ESVV	SHELBY, MI	2ND QTR 2017
1	MCVV	YUMA, AZ	1ST QTR 2017
1	FSVV	ABERDEEN, MD	3RD QTR 2017

SHELBY, MI

SHIP TO: DODAAC W91WYZ  
UIC W4GG01  
PM STRYKER SHELBY  
GDLS 14920 23 MILE ROAD  
SHELBY TOWNSHIP, MI 48315-1212  
GOV. POC: JON WIEDMAN  
DESK: 586-832-6715  
EMAIL: jon.w.wiedemann.civ@mail.mil  
GDLS POC: TROY MAINS  
DESK: 586-825-8223  
EMAIL: mainst@gdls.com

ABERDEEN, MD

SHIP TO: DODAAC W81C5M  
U.S. ARMY ABERDEEN TEST CENTER  
BLDG. 456  
ATTN: IAV WAREHOUSE,VERNON BRADFORD  
COMM: 410-278-3861  
ABERDEEN PROVING GROUND, MD 21005-5059

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SHIP TO: DODAAC W905MY  
 RIC W57  
 U.S. ARMY YUMA PROVING GROUND VEHICLE DELIVERIES & PARTS, BII  
 TRANSPORTATION OFFICE  
 BUILDING 2660  
 YUMA, AZ 85365-9110  
 POC: BILLY PROFFITT  
 PHONE: 928-920-0392  
 EMAIL: bill.proffitt1@us.army.mil  
 ALTERNATE POC: OMAR SILVA  
 TEDT-YPY-G-CAC  
 DESK PHONE: 928-328-4805  
 CELL PHONE: 928-920-0692  
 EMAIL: omar.c.silva.civ@mail.mil

EPG-FORT HUACHUCA, AZ

SHIP TO: DODAAC W61DD3  
 COMMANDER  
 ELECTRONIC PROVING GROUND  
 ATTN: TEDT-EP-SEA  
 BUILDING 90201  
 90201 BRAINARD ROAD  
 FORT HUACHUCA, AZ 85613  
 POC: JIM SMITH  
 PHONE: 520-538-5188

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	FEB/2006
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-7	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-8	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

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[http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with 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).

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(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

Items requiring IUID Markings are Major Items > \$5K per unit

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A. The item containing embedded subassemblies, components or parts that require an IUID Markings is the C9 FUPP.

(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.

**Name of Offeror or Contractor:**

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

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

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

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

**Name of Offeror or Contractor:**

(End of clause)

F-9 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION

SEP/2011

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

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

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

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

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

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

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

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

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

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

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

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

(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/>.

**Name of Offeror or Contractor:**

(End of clause)

F-10

52.247-60

GUARANTEED SHIPPING CHARACTERISTICS

APR/2012

(WARREN)

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

(1) To be completed by the offeror:

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

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

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

(iv) Number of items per container \_\_\_\_\_ each;

(v) Gross weight of container and contents \_\_\_\_ Lbs;

(vi) Palletized/skidded \_\_Yes \_\_ No;

(vii) Number of containers per pallet/skid \_\_\_\_\_;

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

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs\* Cube \_\_\_\_\_;

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

(i) Rate used in evaluation \_\_\_\_\_;

(ii) Tender/Tariff \_\_\_\_\_;

(iii) Item \_\_\_\_\_.

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of Clause)

\*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

While the Guaranteed Shipping Characteristics clause at 52.247-60 requires at item (ix) the size of pallet/skid and contents, TACOM requests that contractors use the following to calculate the data:

a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)

b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

(End of TACOM clause clarifying language)





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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
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

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

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

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

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

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-B019 <b>MOD/AMD</b>	<b>Page 63 of 110</b>
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**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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]

**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Contractor Performance Assessment Reporting System (CPARS)

H.1.1 The contractor will register at the CPARS Access site:

<http://www.cpars.csd.disa.mil/cparsmain.htm>.

H.1.2 The contractor's performance under this contract shall be assessed by the Government. An interim assessment will be prepared every 12 months and a final assessment will be prepared when the contract is physically complete. The Contracting Officer (Assessing Official), the Contract Administration Office, or any other Government source deemed appropriate will provide to the Procuring Contracting Officer (PCO) information relative to the contractor's performance in the following areas: Technical (Quality of Product or Services); Schedule; Cost Control; and Management (Subcontract Management, Program Management or Other Management). The assessment/review will be accomplished using the Contractor Performance Assessment Reporting System (CPARS). The completed evaluations shall not be released to anyone other than Government personnel and the contractor whose performance is being evaluated.

The CPARS Access web link is: <http://cpars.csd.disa.mil>.

\*\*\* END OF NARRATIVE H0001 \*\*\*

H.2. CONTRACTOR MANPOWER REPORTING

H.2.1. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the ECP Phase II Upgrade Program via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on Department of the Army CMRA or the icon of the DoD organization that is receiving or benefitting from the contracted services.

H.2.2. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on Send an email which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Components CMR website.

\*\*\* END OF NARRATIVE H0003 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1      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.

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(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.

\*\*\* END OF NARRATIVE H0002 \*\*\*

## CONTINUATION SHEET

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## Name of Offeror or Contractor:

## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-14	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
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	52.210-1	MARKET RESEARCH	APR/2011
I-18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-20	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-21	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-22	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) -- ALTERNATE II (OCT 2010)	OCT/2010
I-23	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-24	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-25	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-26	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-27	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-28	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-29	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-30	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-31	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-32	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-33	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-34	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-36	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-38	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-39	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-40	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-41	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-42	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-43	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-44	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-45	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-46	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-47	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-48	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-49	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-50	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-51	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-52	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-53	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-54	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-55	52.232-1	PAYMENTS	APR/1984
I-56	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002

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I-57	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-58	52.232-11	EXTRAS	APR/1984
I-59	52.232-17	INTEREST	OCT/2010
I-60	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-61	52.232-22	LIMITATION OF FUNDS	APR/1984
I-62	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-63	52.232-25	PROMPT PAYMENT	OCT/2008
I-64	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-65	52.233-1	DISPUTES	JUL/2002
I-66	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-67	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-68	52.236-13	ACCIDENT PREVENTION (NOV 1991) -- ALTERNATE I (NOV 1991)	NOV/1991
I-69	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-70	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-71	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-72	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-73	52.242-13	BANKRUPTCY	JUL/1995
I-74	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-75	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-76	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-77	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-78	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-79	52.245-9	USE AND CHARGES	APR/2012
I-80	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-81	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-82	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-83	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-84	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-85	52.249-14	EXCUSABLE DELAYS	APR/1984
I-86	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-87	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-88	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-89	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-90	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-91	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-92	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-93	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-94	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-95	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	FEB/2013
I-96	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-97	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-98	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-99	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-100	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-101	252.209-7009	ORGANIZATIONAL CONFLICT OF INTEREST -- MAJOR DEFENSE ACQUISITION PROGRAM	DEC/2012
I-102	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-103	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-104	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-105	252.217-7013	GUARANTEES	DEC/1991
I-106	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-107	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-108	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-109	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-110	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-111	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-112	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-113	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	OCT/2010
I-114	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010

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I-115	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	MAR/2013
I-116	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-117	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-118	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-119	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-120	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-121	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-122	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-123	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-124	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-125	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
I-126	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-127	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-128	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-129	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-130	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-131	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-132	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-133	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-134	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-135	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-136	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-137	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
I-138	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-139	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-140	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-141	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-142	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-143	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-144	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2013
I-145	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-146	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-147	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-148	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-149	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-150	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-151	252.246-7001	WARRANTY OF DATA	DEC/1991
I-152	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-153	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-154	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-155	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-156	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment

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request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

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

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

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

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

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal

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agency official:

- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

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(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

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(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

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52.216-10

INCENTIVE FEE

JUN/2011

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) Target cost, as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) Target fee, as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment. (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any



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this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

I-160                      52.243-7                      NOTIFICATION OF CHANGES                      APR/1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

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

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further

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performance; or

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

(e) Equitable adjustments.

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

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

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

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

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

(End of Clause)

I-161

52.244-2

SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the subcontracts.

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(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

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

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

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at [http://www.dodig.mil/HOTLINE/hotline\\_posters.htm](http://www.dodig.mil/HOTLINE/hotline_posters.htm).

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

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-163            252.204-7010            REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S            JAN/2009  
ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL  
ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL

(a) If the Contractor is required to report any of its activities in accordance with Department of Commerce regulations (15 CFR Part 781 et seq.) or Nuclear Regulatory Commission regulations (10 CFR Part 75) in order to implement the declarations required by the U.S.-International Atomic Energy Agency Additional Protocol (U.S.-IAEA AP), the Contractor shall

(1) Immediately provide written notification to the following DoD Program Manager:

PM-SBCT

(2) Include in the notification

(i) Where DoD contract activities or information are located relative to the activities or information to be declared to the Department of Commerce or the Nuclear Regulatory Commission; and

(ii) If or when any current or former DoD contract activities and the activities to be declared to the Department of Commerce or the Nuclear Regulatory Commission have been or will be co-located or located near enough to one another to result in disclosure of the DoD activities during an IAEA inspection or visit; and

(3) Provide a copy of the notification to the Contracting Officer.

(b) After receipt of a notification submitted in accordance with paragraph (a) of this clause, the DoD Program Manager will

(1) Conduct a security assessment to determine if and by what means access may be granted to the IAEA; or

(2) Provide written justification to the component or agency treaty office for a national security exclusion, in accordance with DoD Instruction 2060.03, Application of the National Security Exclusion to the Agreements Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America. DoD will notify the Contractor if a national security exclusion is applied at the Contractors location to prohibit access by the IAEA.

(c) If the DoD Program Manager determines that a security assessment is required

(1) DoD will, at a minimum

(i) Notify the Contractor that DoD officials intend to conduct an assessment of vulnerabilities to IAEA inspections or visits;

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- (ii) Notify the Contractor of the time at which the assessment will be conducted, at least 30 days prior to the assessment;
  - (iii) Provide the Contractor with advance notice of the credentials of the DoD officials who will conduct the assessment; and
  - (iv) To the maximum extent practicable, conduct the assessment in a manner that does not impede or delay operations at the Contractors facility; and
- (2) The Contractor shall provide access to the site and shall cooperate with DoD officials in the assessment of vulnerabilities to IAEA inspections or visits.
- (d) Following a security assessment of the Contractors facility, DoD officials will notify the Contractor as to
- (1) Whether the Contractors facility has any vulnerabilities where potentially declarable activities under the U.S.-IAEA AP are taking place;
  - (2) Whether additional security measures are needed; and
  - (3) Whether DoD will apply a national security exclusion.
- (e) If DoD applies a national security exclusion, the Contractor shall not grant access to IAEA inspectors.
- (f) If DoD does not apply a national security exclusion, the Contractor shall apply managed access to prevent disclosure of program activities, locations, or information in the U.S. declaration.
- (g) The Contractor shall not delay submission of any reports required by the Department of Commerce or the Nuclear Regulatory Commission while awaiting a DoD response to a notification provided in accordance with this clause.
- (h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.

(End of clause)

I-164            252.234-7002            EARNED VALUE MANAGEMENT SYSTEM            MAY/2011  
(a) Definitions. As used in this clause--

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines

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in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

- (1) Contract award;
- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action;
- (iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and
- (iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

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(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause:

Any subcontract valued at \$50 million or more.

(2) For subcontracts valued at less than \$50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

Any subcontract valued at \$20 million or more.

(End of clause)

I-165            252.235-7010            ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER            MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the PM-SBCT under Contract No. W56HZV-13-R-B019.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the PM-SBCT.

(End of clause)

I-166            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-167            52.219-28            POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION            APR/2012

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

(End of clause)

(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).



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

(End of Clause)

I-170

52.230-2

COST ACCOUNTING STANDARDS

MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

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(End of clause)

I-171            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-172            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

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

(End of Clause)

I-173            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-174            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;

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- (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-175                      252.246-7004                      SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY                      OCT/2010  
OPERATIONS

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;
- (6) Waste disposal; and
- (7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

I-176                      52.204-4009                      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                      MAR/2005

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

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

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

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

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

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

[End of Clause]

I-177            52.219-4070            PILOT MENTOR-PROTEGE PROGRAM            APR/2006

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

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

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

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

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001 INTEGRATED IPMR	03-MAY-2013	001	EMAIL
Exhibit B	CDRL A002 COST DATA SUMMARY REPORT ( CDSR)	03-MAY-2013	001	EMAIL
Exhibit C	CDRL A003 FUNCTIONAL COST HOUR REPORT ( FCHR)	03-MAY-2013	001	EMAIL
Exhibit D	CDRL A004 CONTRACT WORK BREAKDOWN STRUCTURE (CWBS)	03-MAY-2013	001	EMAIL
Exhibit E	CDRL A005 RESOURCE DISTRIBUTION TABLE (RDT)	03-MAY-2013	001	EMAIL
Exhibit F	CDRL A006 CONTRACT FUNDS STATUS REPORT (CFSR)	03-MAY-2013	001	EMAIL
Exhibit G	CDRL A007 CONFIGURATION MANAGEMENT PLAN	03-MAY-2013	001	EMAIL
Exhibit H	CDRL A008 ECO MATRIX MONTHLY REPORT	03-MAY-2013	001	EMAIL
Exhibit J	CDRL A009 HAZMAT PARTS INVENTORY	03-MAY-2013	001	EMAIL
Exhibit K	CDRL A010 HAZARDOUS MATERIALS MANAGEMENT PROGRAM/PLAN	03-MAY-2013	001	EMAIL
Exhibit L	CDRL A011 HAZAROUS MATERIALS MANAGEMENT REPORT	03-MAY-2013	001	EMAIL
Exhibit M	CDRL A012 USE OF LEAD FREE ELECTRICAL SOLDER REPORT	03-MAY-2013	001	EMAIL
Exhibit N	CDRL A013 SAFETY ASSESSMENT REPORT (SAR)	03-MAY-2013	001	EMAIL
Exhibit P	CDRL A014 SYSTEM SAFETY PROGRAM PROGRESS REPORT	03-MAY-2013	001	EMAIL
Exhibit Q	CDRL A015 OPSEC TRAINING REPORT	03-MAY-2013	001	EMAIL
Exhibit R	CDRL D001 INFORMATION ASSURANNCE BRIEFINGS SUPPORT	03-MAY-2013	001	EMAIL
Exhibit S	CDRL D002 INFORMATION ASSURANCE DESIGN REVIEW INFORMATION PACKAGE	03-MAY-2013	001	EMAIL
Exhibit T	CDRL D003 CONTRACTOR SYSTEM AND SUBSYSTEM TEST PLANS	03-MAY-2013	001	EMAIL
Exhibit U	CDRL D004 SYSTEM AND SUBSYSTEM TEST REPORTS	03-MAY-2013	001	EMAIL
Exhibit V	CDRL D005 SYSTEM SUBSYSTEM DOCUMENTATION	03-MAY-2013	001	EMAIL
Exhibit W	CDRL D006 SOFTWARE DEVELOPMENT DOCUMENTATION	03-MAY-2013	001	EMAIL
Exhibit X	CDRL D007 SOFTWARE QUALITY ASSURANCE	03-MAY-2013	001	EMAIL
Exhibit Y	CDRL D008 SOFTWARE TRANSITION PLAN	03-MAY-2013	001	EMAIL
Exhibit Z	CDRL D009 SOFTWARE METRICS	03-MAY-2013	001	EMAIL
Exhibit AA	CDRL D010 FIRE SUPPRESSION M&S DATA	03-MAY-2013	001	EMAIL
Exhibit AB	CDRL D011 BALLISTIC VULNERABILITY M&S DATA	03-MAY-2013	001	EMAIL
Exhibit AC	CDRL D012 RELIABILITY CASE REPORT	03-MAY-2013	001	EMAIL
Exhibit AD	CDRL D013 CBRN SURVIVABILITY AND DECONTAMINATION COMPLIANCE	03-MAY-2013	001	EMAIL
Exhibit AE	CDRL D014 MODIFIED KIT FIT UP CORRECTIVE ACTION REPORT	03-MAY-2013	001	EMAIL
Exhibit AF	CDRL D015 ECP DELTA DRAWINGS	03-MAY-2013	001	EMAIL
Exhibit AG	CDRL D016 RISK MANAGEMENT STATUS REPORT	03-MAY-2013	001	EMAIL
Exhibit AH	CDRL D017 ONE WIRE DIAGRAM	03-MAY-2013	001	EMAIL
Exhibit AI	CDRL D018 SOFTWARE RELEASE DELIVERABLES	03-MAY-2013	001	EMAIL
Exhibit AJ	CDRL D019 SUBSYSTEM ELECTRONICS AND SOFTWARE ARCHITECTURE	03-MAY-2013	001	EMAIL
Exhibit AK	CDRL D020 MEETING MINUTES	03-MAY-2013	001	EMAIL
Exhibit AL	CDRL D021 SOFTWARE DEVELOPMENT PLAN (SDP)	03-MAY-2013	001	EMAIL
Exhibit AM	CDRL D022 STRYKER VARIANT DETAILED DESIGNS	03-MAY-2013	001	EMAIL
Exhibit AN	CDRL L001 LOG MGT INFO (LMI) FOR LORA	03-MAY-2013	001	EMAIL
Exhibit AO	CDRL L002 LMI FOR RCM	03-MAY-2013	001	EMAIL
Exhibit AP	CDRL L003 LMI FOR MARC AND BOIP, MAC	03-MAY-2013	001	EMAIL
Exhibit AQ	CDRL L004 LMI FOR PROVISIONING	03-MAY-2013	001	EMAIL
Exhibit AR	CDRL L005 INTERACTIVE ELECTRONIC TECHNICAL MANUAL (IETM)	03-MAY-2013	001	EMAIL
Exhibit AS	CDRL L006 PAPER OPERATOR'S TECHNICAL MANUALS AND SOURCE FILES	03-MAY-2013	001	EMAIL
Exhibit AT	CDRL L007 OTHER TECHNICAL PUBLICATIONS AND SOURCE MATERIAL	03-MAY-2013	001	EMAIL
Exhibit AU	CDRL L008 PUBLICATION HISTORY FILE	03-MAY-2013	001	EMAIL
Exhibit AV	CDRL L009 MODIFICATION WORK ORDER AND SOURCE MATERIAL	03-MAY-2013	001	EMAIL
Exhibit AW	CDRL L010 TECHNICAL MANUALS, TECHNICAL BULLETINS, AND SOURCE MATERIAL	03-MAY-2013	001	EMAIL
Exhibit AX	CDRL L011 STTE, BII DRAWINGS	03-MAY-2013	001	EMAIL
Exhibit AY	CDRL L012 LMI DATA PRODUCTS PACKAGING	03-MAY-2013	001	EMAIL
Exhibit AZ	CDRL L013 SPECIAL PACKAGING INSTRUCTIONS	03-MAY-2013	001	EMAIL
Exhibit BA	CDRL L014 CDRS SEARCH REQUEST	03-MAY-2013	001	EMAIL
Exhibit BB	CDRL L015 REUSABLE CONTAINERS	03-MAY-2013	001	EMAIL
Exhibit BC	CDRL L016 TRAINING SUPPORT PACKAGE	03-MAY-2013	001	EMAIL
Exhibit BD	CDRL L017 INSTRUCTOR AND KEY PERSONNEL TRAINING	03-MAY-2013	001	EMAIL
Exhibit BE	CDRL L018 TRAINING TASK ANALYSIS	03-MAY-2013	001	EMAIL
Exhibit BF	CDRL L019 EQUIPMENT PRESERVATION DATA SHEETS	03-MAY-2013	001	EMAIL
Exhibit BG	CDRL L020 MEETINGS AND MINUTES	03-MAY-2013	001	EMAIL

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<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit BH	CDRL L021 GOVERNMENT FURNISHED PROPERTY LIST	03-MAY-2013	001	EMAIL
Exhibit BI	CDRL T001 SYSTEM SUPPORT PACKAGE LIST	03-MAY-2013	001	EMAIL
Exhibit BJ	CDRL T002 CONFIGURATION OF TEST VEHICLES	03-MAY-2013	001	EMAIL
Exhibit BK	CDRL T003 SYSTEM SUPPORT PACKAGE DATABASE	03-MAY-2013	001	EMAIL
Exhibit BL	CDRL T004 FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT	03-MAY-2013	001	EMAIL
Exhibit BM	CDRL T005 MONTHLY PERFORMANCE REPORT	03-MAY-2013	001	EMAIL
Exhibit BN	CDRL P001 PRODUCT ANALYSIS REPORT	03-MAY-2013	001	EMAIL
Exhibit BO	CDRL P002 LIMA JOINT SYSTEMS MANUFACTURING CENTER	03-MAY-2013	001	EMAIL
Exhibit BP	CDRL P003 TRANSITION PLAN	03-MAY-2013	001	EMAIL
Exhibit BQ	CDRL E001 FINAL INSPECTION REPORT (FIR)	03-MAY-2013	001	EMAIL
Attachment 0001	LIST OF CDRLS	22-FEB-2013	002	EMAIL
Attachment 0002	DD FORM 254	22-FEB-2013	004	EMAIL
Attachment 0003	RESOURCE ALLOCATION TABLE (RDT)	22-FEB-2013	001	EMAIL
Attachment 0004	CSDR CONTRACT PLAN	22-FEB-2013	012	EMAIL
Attachment 0005	C4ISR KIT LIST	22-FEB-2013	003	EMAIL
Attachment 0006	COMPREHENSIVE ECP KIT LIST	22-FEB-2013	001	EMAIL
Attachment 0007	SEP DATED 25 JUNE 2012	22-FEB-2013	066	EMAIL
Attachment 0008	FLATBOTTOM SPEC	22-FEB-2013	023	EMAIL
Attachment 0009	STRYKER ECP PROGRAM RELIABILITY & MAINTAINABILITY	22-FEB-2013	032	EMAIL
Attachment 0010	FAILURE DEFINITION AND SCORING CRITERIA	22-FEB-2013	089	EMAIL
Attachment 0011	DVH SPEC	22-FEB-2013	047	EMAIL
Attachment 0012	IVN DESIGNED ACCORDING TO IVNA SPEC	22-FEB-2013	013	EMAIL
Attachment 0013	MULTIFUNCTION VEHICLE PORT	22-FEB-2013	007	EMAIL
Attachment 0014	VICTORY ARCHITECTURE	22-FEB-2013	005	EMAIL
Attachment 0015	VICTORY SPECS	22-FEB-2013	036	EMAIL
Attachment 0016	VICTORY SPECS APPENDICES	22-FEB-2013	036	EMAIL
Attachment 0017	VICTORY ARCHITECTURE	22-FEB-2013	065	EMAIL
Attachment 0018	VICTORY SPECS	22-FEB-2013	430	EMAIL
Attachment 0019	VICTORY SPEC APPENDICES	22-FEB-2013	021	EMAIL
Attachment 0020	CBM SCOPE	22-FEB-2013	002	EMAIL
Attachment 0021	ARMY BULK CBM DATA (ABCD) SPECS	22-FEB-2013	001	EMAIL
Attachment 0022	TECHNICAL PUBLICATION QUALITY ASSURANCE PLAN	22-FEB-2013	024	EMAIL
Attachment 0023	USG VALIDATION AND VERIFICATION PLAN	22-FEB-2013	050	EMAIL
Attachment 0024	DRAFT TEMP	22-FEB-2013	002	EMAIL
Attachment 0025	LLRC DESIGN PROPOSAL	22-FEB-2013	068	EMAIL
Attachment 0026	STRYKER STYLE GUIDE	22-FEB-2013	012	EMAIL

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC/2012
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-5	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-8	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-9	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2012

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

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.



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- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.229-7012, Tax Exemptions (Italy)Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vi) 252.229-7013, Tax Exemptions (Spain)Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

- \_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- \_\_\_ (ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.
- \_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.
- \_\_\_ Use with Alternate I.
- \_\_\_ (iv) 252.225-7022, Trade Agreements CertificateInclusion of Iraqi End Products.
- \_\_\_ (v) 252.225-7031, Secondary Arab Boycott of Israel.
- \_\_\_ (vi) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.
- \_\_\_ Use with Alternate I.
- \_\_\_ Use with Alternate II.
- \_\_\_ Use with Alternate III.
- \_\_\_ Use with Alternate IV.
- \_\_\_ Use with Alternate V.

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

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

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

(End of provision)

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**Name of Offeror or Contractor:**

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

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

(End of Provision)

K-12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

FEB/2012

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

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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

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business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-13 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION MAY/2012

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror

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further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes       No

(End of provision)

K-14      52.230-7      PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES      APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes     No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)



**Name of Offeror or Contractor:**

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

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

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

[End of Provision]

K-18            52.215-4010            AUTHORIZED NEGOTIATORS            MAR/2013  
                   (TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

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

[End of Provision]

K-19            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)            OCT/2008  
                   (TACOM)

(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

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

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

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

[End of Provision]



**Name of Offeror or Contractor:**

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

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

(1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and

(2) The offer is predicated on authorized rent-free use of Government-owned property.

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

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

**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS  
SECTION L PROPOSAL SUBMISSION REQUIREMENTS:

L.1. General Guidance

L.1.1. The Government requests a CPIF proposal for the effort set forth in this RFP and the associated Attachments and CDRLs. The Government requests proposal delivery to include the following, no later than the date specified on Page 1, Block 9 of the solicitation.

- One hard-copy
- 12 CDs

L.1.2. The Contractor shall deliver the following at time of proposal submission:

- An Assertion of Restriction in accordance with DFARS 252.227-7013(e)(3).
- A Draft SubContracting Plan in accordance with FAR 52.219-9.

L.1.3. The Contractor's proposal is required to provide a complete breakdown of proposal by Fiscal Year with all cost elements identified (i.e., material, direct labor hours, direct/indirect pricing rates, Other Direct Cost (ODC), etc.).

L.1.4. The Government also requests that the Contractor propose costs for the following options:

L.1.4.1. Cost of the Technical Data Package (TDP) for the ECP Development effort per CLIN 0004, "Option to Purchase TDP" referenced in Section B. Should the Contractor decide to propose the cost to acquire the TDP, the Government will review the cost to determine fairness. This request in no way obligates the Government to purchase the TDP.

L.1.4.2. Cost to modify the Stryker Embedded Diagnostics System in accordance with the requirements in Attachment 0017, per CLIN 0005 "OPTION TO MODIFY THE STRYKER EMBEDDED DIAGNOSTICS SYSTEM (EDS)" referenced in Section B.

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

L.2 Organizational Conflict of Interest

L.2.1 The provisions of FAR 9.5, "Organizational Conflict of Interest" (OCI), applies 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. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in current acquisition or related programs.

L.2.2 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

\*\*\* END OF NARRATIVE L0002 \*\*\*

	<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	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-4	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-7	52.237-1	SITE VISIT	APR/1984
L-8	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-9	252.209-7008	NOTICE OF PROHIBITION RELATING TO ORGANIZATIONAL CONFLICT OF INTEREST -- MAJOR DEFENSE ACQUISITION PROGRAM	DEC/2010
L-10	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-11	252.234-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	APR/2008
L-12	252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
L-13	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-14	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Cost Plus Incentive Fee (CPIF) contract resulting from this solicitation.

(End of Provision)

L-15	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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

(End of Provision)

L-16	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

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L-17            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            JAN/2006  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

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

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-18            52.215-20            REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN            OCT/2010  
CERTIFIED COST OR PRICING DATA

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

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

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

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change



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[End of Provision]

L-22            52.215-4004            COST OR PRICING DATA            SEP/2010

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$700,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

- (1) Has an estimated value of \$12.5 million or more, or
- (2) Has an estimated value of more than \$700,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

- (i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and
- (ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-23            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

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

[End of Provision]

L-24            DA, 52.215-5111            ABILITY ONE SUBCONTRACTING CREDIT            APR/2010

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

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit

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agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

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

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

[End of provision]

L-25            52.219-4004            SUBMISSION OF SUBCONTRACTING PLAN            MAY/2012  
(TACOM)

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

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

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

[End of Provision]

L-26            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:

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

(f) Form of Protest:

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

## (g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

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

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

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

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

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

(i) Remedies:

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

a. terminate the contract;

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

[End of Clause]

L-27            52.245-4002            ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL            MAR/1996  
                  (TACOM)                TOOLING

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

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

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

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

[End of Provision]

L-28            52.246-4001            OFFEROR'S QUALITY ASSURANCE SYSTEM            MAY/2005  
                  (TACOM)

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2008 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2008 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2008 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2008(untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable

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quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

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

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

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

[End of Provision]

M-3	52.245-4001 (TACOM)	EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY	MAR/1985
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(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. Contractor must provide with their proposal, the list of Government Furnished Property (GFP), the acquisition cost, age, and type of GFP.

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

Monthly Rental Rates

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

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

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

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Over 10 years

0.75%

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

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

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

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

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

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

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

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

[End of Provision]