

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. Contract ID Code  
Firm-Fixed-Price

Page 1 Of 41

2. Amendment/Modification No.

0004

3. Effective Date

2012DEC05

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND  
NANCY DULMAGE  
WARREN, MICHIGAN 48397-5000  
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

Code

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

9A. Amendment Of Solicitation No.

W56HZV-11-R-0412

9B. Dated (See Item 11)

2012SEP06

10A. Modification Of Contract/Order No.

10B. Dated (See Item 13)

Code

Facility Code

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS** The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended,  is not extended. 2013JAN04 01:00pm

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: \_\_\_\_\_ The Changes Set Forth In Item 14 Are Made In \_\_\_\_\_  
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: \_\_\_\_\_
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)

16A. Name And Title Of Contracting Officer (Type or print)

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By \_\_\_\_\_ /SIGNED/  
(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

SOLICITATION NUMBER: W56HZV-11-R-0412

AMENDMENT NUMBER: 0004

The purpose of this Amendment is to make the following changes to the solicitation:

1. SECTION A

- a) Revise Section A.1 to change the maximum contract quantity from 6,675 kits to 7,075 kits.
- b) Revise Section A.3 under Volume III, to add "excluding Section B".
- c) Revise Section A.4 to match the chart in A.6.1.
- d) Revise Section A.6.1 to add Kit H for vehicle variant M1074A1 PLS as Configuration 4&10, with a minimum quantity of 10 and a maximum quantity of 400, remove M1074A1 PLS from Kit D, decrease Kit E minimum quantity from 180 to 170 and change the overall Maximum Kits Required from 6,675 to 7,075.
- e) Revise Section A.11 Schedule of Events to accommodate changes in dates as follows:
  - 1) Proposal Due Date from 05 December 2012 to 04 January 2013
  - 2) Target Award Date from 28 February 2013 to 11 April 2013
  - 3) FAI Due Date from 28 June 2013 to 09 August 2013
  - 4) FAT Quantities Due Date from 28 June 2013 to 09 August 2013
  - 5) Government FAT Completion Date from Estimated October 2013 to Estimated February 2014
- f) Revise Section A.12 to add the following sentence "The deadline for Government receipt of pre-proposal questions is 11 December 2012".

2. SECTION B

- a) Revise Section B to add new CLINS 0101AA, 0102AA and 0103AA to accommodate Kit H with a minimum quantity of 10 and maximum quantity of 400. Estimated quantities of each CLIN are: CLIN 0101AA = 100, CLIN 0102AA = 150, CLIN 0103AA = 150.
- b) Revise Section B, CLIN 0081 to add Kit H - 7 FAT Kits for a total of 56 FAT Kits and remove the note in narrative C001 concerning a FAT waiver.
- c) Revise Section B, CLIN 0051 to reduce the estimated quantity from 380 Kits to 370 Kits. Also revise narrative B001 to reduce the TOTAL MINIMUM 3-YEAR QUANTITY from 180 Kits to 170 Kits and revise the TOTAL MAXIMUM 3-YEAR QUANTITY FROM 1,180 Kits to 1,179 Kits.
- d) Revise Section B, Narrative A0001 to revise quantities on CLINS 0051AA, 0052AA and 0053AA (Kit E) to change the Total Minimum 3-year quantity from 180 to 170 and Total Maximum 3-year quantity from 1,180 to 1,170.
- e) Revise Section B, Narrative A0002 to change the Total Maximum 3-Year quantity from 6,675 to 7,075.

3. SECTION C

- a) Revise Section C.2.1 to add a passenger side fuel tank as Configuration 10 to the PLS 1074A1 variant. This vehicle will use Kit H which consists of Configurations 4&10.
- b) Revise Section C.2.1 to change the location of fuel tanks on the M915A3, M916A3 and M917A2 from the driver side to the passenger side and change the diameter of these tanks from 27.25 to 27.50.

4. SECTION E

- a) Revise Section E.2.1.1 to change the number of FTFS kits to support both FAI and FAT from 49 to 56 FTFS Kits.

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b) Revise Section E, Table 2 to add a quantity of 7 FAT kits for Kit H (M1074A1 PLS), Config 4&10 and remove variant from Kit D. Revise the total quantity from 49 to 56 FAT kits.

c) Revise Clause 52.209-4000 - NOTICE REGARDING FIRST ARTICLE TEST SAMPLE to change quantity of 49 to 56 and 9 to 10 in the sentence "...and up to 10 Kits".

**5. SECTION F**

a) Revise Clause 252.211-7003 - ITEM IDENTIFICATION AND VALUATION to add CLINs 0101AA-0103AA to the list of CLINs under (c)(1) and insert N/A instead of -3- in (c)(1)(iii).

b) Revise Clause 52.242-4457 - DELIVERY SCHEDULE FOR DELIVERY ORDERS to add CLIN 0101AA and add \*in accordance with CLIN 0081.

**6. SECTION I**

a) Revise Clause 52.209-4 - FIRST ARTICLE APPROVAL - GOVERNMENT TESTING to remove CLINs 0081 and 0091 and to add CLIN 0101AA.

**7. SECTION L**

a) Revise Section L.1.3 AND L.1.4.1 to revise the due date for proposals from 05 December 2012 to 04 January 2013.

b) Revise Section L.3.1.1 to change nine fuel tank configurations to ten fuel tank configurations.

c) Revise L.3.2.1 to revise the following:

FROM: The offeror shall also provide substantiating data in the form of either validated test information from a third party, or in the form of other substantiating data to document compliance with each of the performance requirements in accordance with Section C.3. If validated test information from a third party is unavailable, the contractor may provide other substantiating data in the form of commercial literature, modeling or simulation data, top drawings, sketches, parts lists, specifications, internal test reports, brochures, historical information, analytical support, supporting rationale or design documentation.

TO: The offeror shall provide substantiating data to document compliance with each of the performance requirements in accordance with Section C.3. The offeror may provide substantiating data in the form of test data, commercial literature, modeling or simulation data, top drawings, sketches, parts lists, specifications, internal test reports, brochures, historical information, analytical support, supporting rationale or design documentation.

d) Add Section L.3.2.2.6 Experience Information.

e) Remove Section L.5.1.4.

f) Remove Section L.5.1.5.

g) Revise Section L.6.1.6 to add the following sentence: "Requests for the classified data must be received no later than 10 December 2012".

h) Revise Sections L.1.2 and L.6.1.2 to add "excluding Section B".

i) Remove Clause 52.209-4005 ALT 1 - CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL (SEPARATELY-PRICED LINE ITEM).

j) Remove Clause 52.209-4007 - PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL.

**8. SECTION M**

a) Revise Section M.5.1 to remove the sentence "Regarding substantiating data, validated test information from a third party which establishes conformance to all the specification parameters of RFP Section C.3 will represent a lower technical risk rating."

b) Revise Section M.5.1 to the following:

FROM: Substantiating data submitted within a proposal containing limited or no validated test information from a third party will represent a higher technical risk rating.

TO: Substantiating data submitted within a proposal containing limited or no test data will represent a higher technical risk rating.

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c) Add Section M.5.2.5.

d) Revise Section M.7.2 to the following:

FROM: The total evaluated price for each CLIN will be based on the evaluated unit price for each CLIN multiplied by the estimated ordering quantity for that CLIN identified in Attachment 0001, FTFS Pricing Spreadsheet. The total evaluated price shall consist of the sum of the evaluated prices as listed in Attachment 0001.

TO: The total evaluated price for each CLIN will be based on the evaluated unit price for each CLIN multiplied by the estimated ordering quantity for that CLIN identified in Attachment 0001, FTFS Pricing Spreadsheet. The total evaluated price for each offeror proposal shall consist of the sum of the total evaluated prices for each CLIN as listed in Attachment 0001.

9. ATTACHMENT 0001 - PRICING SPREADSHEET

a) Revise Attachment 0001 to remove configuration tabs from the spreadsheet, which now contains a CLIN Prices Tab only.

b) Revise Attachment 0001 (CLIN Prices Tab) to remove the minimum quantities.

c) Revise Attachment 0001 (CLIN Prices Tab) to add CLINs 0101AA - 0103AA and to change the "MAX" in all headings to "EST".

d) Revise Attachment 0001 to remove "minimum" from the note on the Instruction Tab.

\*\*\* END OF NARRATIVE A0005 \*\*\*

External Fuel Tank Fire Suppression (FTFS) Kits

A.1 Requirement Overview: As a result of this Request for Proposal (RFP), the Government intends to execute an award for External Fuel Tank Fire Suppression (FTFS) Kits for Heavy Tactical Vehicles (HTV) on a best value basis using a three year Firm Fixed Price (FFP) Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. The minimum quantity is 1,760 Kits, and the maximum quantity over three years is 7,075 Kits. The NAICS Code for this RFP is 339999 - All Other Miscellaneous Manufacturing; the Small Business Size Standard in number of employees is 500 for this NAICS Code.

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

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

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

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

As such, the Source Selection Authority, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-Price Factor against the evaluated Price in arriving at the final Source Selection decision.

As part of the best value determination, the relative strengths/weaknesses and risks of each offeror's proposal in the non-Price Factor as well as the total evaluated Price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the offeror with the lowest evaluated price.

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

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

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

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

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

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

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

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

A.3.3 Evaluation Criteria:

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

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

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

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

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

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

A.4 The FTFS kits shall provide coverage for the vehicles external fuel tanks. The Heavy Equipment Transporter (HET) M1070A0 and M1070A1, Line Haul Truck M915A5 and Palletized Loading System (PLS) M1074A1, M1075A0, M1075A1 vehicles have two external fuel tanks per vehicle. Heavy Expanded Mobility Tactical Trucks (HEMTTs) HEMTT A4, M915A3, M916A3, M917A2, LET M983A4 and PLS M1074A0 have one external fuel tank per vehicle.

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

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## A.5 Government Inspections and Testing:

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

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

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

## A.6 Required Quantity and Deliverables

## A.6.1 FTFS Kit Requirements:

Kit	Vehicle	Configurations Contained in Kit	Overall	
			Minimum	Maximum
Kit A	HEMTTA4	Configuration 1	1330	3080
Kit B	M983A4 HEMTT LET	Configuration 2	10	385
Kit C	M1070A0 HET/M1070A1HET	Configuration 3&7	50	500
Kit D	M1074A0 PLS	Configuration 4	10	400
Kit E	M1075A0 PLS/M1075A1PLS	Configuration 4&8	170	1180
Kit F	M915A5	Configuration 5&9	150	500
Kit G	M915A3/M916A3/M917A2	Configuration 6	30	630
Kit H	M1074A1 PLS	Configuration 4&10	10	400
Total Kits Required			1760	7075

## A.7 FTFS Vehicle Display:

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

It is the intent of the vehicle display to make available to industry representative Heavy Tactical Vehicles that could have FTFS Kits installed. This display event will offer industry an opportunity to view, photograph, video record, measure and analyze the representative vehicles for purposes of the FTFS Acquisition. All requests for vehicle access appointments shall be submitted within 10 days of solicitation release.

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

## A.8 Data Item Deliverables

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

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

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

A.10 This section A, Executive Summary, is provided as a synopsis of important features in this solicitation. If conflict exists

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between this summary and the provisions in the remainder of the solicitation, the provisions in the remainder of the solicitation govern.

## A.11 Schedule of Events

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

Synopsis Issued: 17 January 2012, amended on 10 August 2012

RFP Release: 06 September 2012

Proposals Due: 04 January 2013

Target Award Date: 11 April 2013

FAI Due: 09 August 2013

FAT Quantities Due: 09 August 2013

Government FAT Complete: Estimated February 2014

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

A.12 Point of Contact: Questions can be directed to the contract specialist, Nancy Dulmage, via email, nancy.e.dulmage.civ@mail.mil. The deadline for Government receipt of pre-proposal questions is 11 December 2012.

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>THIS IS A FIRM FIXED PRICE (FFP), INDEFINITE DELIVERY-INDEFINITE QUANTITY-TYPE CONTRACT.</p> <p>CONTRACT DATA REQUIREMENTS (CDRLS) SHALL BE SEPARATELY PRICED UNLESS "NSP" IS INDICATED.</p> <p>*****</p> <p>THE INFORMATION PRESENTED ABOVE APPLIES TO EACH MAIN SUPPLIES CLIN AS FOLLOWS:</p> <p>0011AA, 0012AA, &amp; 0013AA - Kit A (CONFIGURATION 1)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,330</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 3,080</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0021AA, 0022AA, &amp; 0023AA - Kit B (CONFIGURATION 2)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 385</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0031AA, 0032AA, &amp; 0033AA - Kit C (CONFIGURATION 3 &amp; 7)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 50</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0041AA, 0042AA, &amp; 0043 - Kit D (CONFIGURATION 4)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0051AA, 0052AA, &amp; 0053AA - Kit E (CONFIGURATION 4 &amp; 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 170</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 1,170</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0061AA, 0062AA, &amp; 0063AA - Kit F (CONFIGURATION 5 &amp; 9)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 150</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 500</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0071AA, 0072AA, &amp; 0073AA - Kit G (CONFIGURATION 6)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 30</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 650</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>0101AA, 0102AA &amp; 0103AA - KIT H (CONFIGURATION 4 &amp; 10)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400</p> <p>ONLY THE MINIMUM QUANTITY IS GUARANTEED.</p> <p>*****</p> <p>(End of narrative A001)</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>THE INFORMATION PRESENTED BELOW APPLIES TO ITEM NUMBERS 0011AA Through 0091:</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 1,760 KITS                      (This will be ordered at the time of the basic contract award).</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 7,075 KITS</p> <p>NOTE: THE MINIMUM AND MAXIMUM QUANTITIES OF CLIN 0011AA - 0063AA ARE ESTIMATES FOR EACH ORDERING YEAR AND ARE BASED ON FORECASTED REQUIREMENTS. THE GOVERNMENT WILL ONLY GUARANTEE THE TOTAL THREE YEAR MINIMUM QUANTITY OF EACH CLIN IN ACCORDANCE WITH CLAUSE 52.216-22.</p> <p>(End of narrative A002)</p>				
0051	KIT E (CONFIGURATION 4 & 8)				
0051AA	<p>FIRST ORDERING YEAR _____</p> <p>GENERIC NAME DESCRIPTION: KIT E (CONFIGURATION 4 &amp; 8)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 170 KITS                      TOTAL MAXIMUM 3-YEAR QUANTITY: 1,170 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p>	EST 370	KT	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p data-bbox="261 363 634 489"><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p data-bbox="261 548 725 596"><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	<p><u>FIRST ARTICLE INSPECTION/FIRST ARTICLE TEST</u></p> <p>GENERIC NAME DESCRIPTION: FIRST ARTICLE TEST SUPPORT</p> <p>ONE LOT CONSISTS OF THE FOLLOWING:</p> <p>KIT A - 7 FAT KITS                      KIT B - 7 FAT KITS                      KIT C - 7 FAT KITS                      KIT D - 7 FAT KITS                      KIT E - 7 FAT KITS                      KIT F - 7 FAT KITS                      KIT G - 7 FAT KITS                      KIT H - 7 FAT KITS                      TOTAL - 56 FAT KITS</p> <p>A DESCRIPTION OF THE CONFIGURATIONS INCLUDED IN EACH KIT IS AVAILABLE IN TABLE C.2.1</p> <p>FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF CLAUSE 52.209-4 ENTITLED FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) --ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989).</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO	\$ _____	\$ _____
0101	KIT H (CONFIGURATIONS 4&10)				
0101AA	<p><u>FIRST ORDERING YEAR</u> _____</p> <p>GENERIC NAME DESCRIPTION: KIT H (CONFIGURATIONS 4&amp;10)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS</p> <p>TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>See Attachment 0001-Price Evaluation Sheet.</p> <p>(End of narrative B001)</p>	EST 100	KT	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W56HZV-11-R-0412 MOD/AMD 0004

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	KIT H (CONFIGURATIONS 4&10)				
0102AA	<p>SECOND ORDERING YEAR _____</p> <p>ESTIMATED QUANTITY: 150</p> <p>GENERIC NAME DESCRIPTION: KIT H (CONFIGURATIONS 4&amp;10)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS                      TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 150	KT	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	KIT H (CONFIGURATIONS 4&10)				
0103AA	<p>THIRD ORDERING YEAR _____</p> <p>GENERIC NAME DESCRIPTION: KIT H (CONFIGURATIONS 4&amp;10)</p> <p>TOTAL MINIMUM 3-YEAR QUANTITY: 10 KITS                      TOTAL MAXIMUM 3-YEAR QUANTITY: 400 KITS</p> <p>See Attachment 0001 - Price Evaluation Sheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 150	KT	\$ _____	\$ _____

**CONTINUATION SHEET**

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**Name of Offeror or Contractor:**

<b>ITEM NO</b>	<b>SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>

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## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

C.2 FTFS Kit Requirements.

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

Table C.2.1 Vehicle Platform Information

Common Configuration	Fuel Tank Location	*Diameter	*Length	*Width	*Height	*Capacity	Vehicle Model
Configuration 1	Drivers Side	28.75	60	RT/NA	RT/NA	155	HEMTT A4
Configuration 2	Drivers Side	28.75	60	RT/NA	RT/NA	155	M983A4 HEMTT LET
Configuration 3	Drivers Side	28.75	58.13	RT/NA	RT/NA	150	M1070 A0 HET
Configuration 3	Drivers Side	28.75	58.13	RT/NA	RT/NA	150	M1070 A1 HET
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1074 A0 PLS
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1075 A0 PLS
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1074 A1 PLS
Configuration 4	Drivers Side	ST/NA	40.25	24.56	26.25	100	M1075 A1 PLS
Configuration 5	Drivers Side	25.24	32.5	RT/NA	RT/NA	60	M915A5
None	NFTP	NA	NA	NA	NA	NA	M915A3
None	NFTP	NA	NA	NA	NA	NA	M916A3
None	NFTP	NA	NA	NA	NA	NA	M917A2
None	NFTP	NA	NA	NA	NA	NA	HEMTT A4
None	NFTP	NA	NA	NA	NA	NA	M983A4 HEMTT LET
<u>PASSENGER SIDE TANK</u>							
Configuration 7	Passenger Side	28.75	39.31	RT/NA	RT/NA	100	M1070 A0 HET
Configuration 7	Passenger Side	28.75	39.31	RT/NA	RT/NA	100	M1070 A1 HET
None	NFTP	NA	NA	NA	NA	NA	M1074 A0 PLS
Configuration 8	Passenger Side	ST/NA	67	23.35	13.5	86	M1075 A0 PLS
Configuration 10	Passenger Side	NA	48.75	23.35	13.5	60	M1074 A1 PLS
Configuration 8	Passenger Side	ST/NA	67	23.35	13.5	86	M1075 A1 PLS
Configuration 9	Passenger Side	25.24	32.5	RT/NA	RT/NA	60	M915A5
Configuration 6	Passenger Side	27.50	45	RT/NA	RT/NA	100	M915A3
Configuration 6	Passenger Side	27.50	45	RT/NA	RT/NA	100	M916A3
Configuration 6	Passenger Side	27.50	45	RT/NA	RT/NA	100	M917A2

## Codes:

NFTP = No Fuel Tank Present on Passenger Side

NA = Not Applicable

ST/NA = Square Tank/Not Applicable

RT/NA = Round Tank/Not Applicable

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

C.2.1.2 The FTFS Kits shall provide coverage for the vehicles external fuel tanks. The HET, M915A5 and PLS vehicles shall have both drivers side and passengers side external fuel tank protection. All HEMTTs, M915A3, M916A3 and M917A2 shall have only drivers side

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external fuel tank protection, due to the lack of a passenger side fuel tank. The contractor shall provide an identical technical solution for each of the vehicle platforms identified in C.2.1. Each FTFS vehicle Kit shall include all materials necessary to support field installation to include mounting hardware, shipping and packaging material, and installation instructions (CDRL A003 FTFS Kit Instruction Manual). In the case where one kit is applicable to more than one vehicle, the kit shall contain parts and instructions for all applicable vehicles (see C.10.2).

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

**C.2.3 Physical Characteristics**

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

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

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

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

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

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

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

**C.4 Environmental Performance**

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

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

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

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

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

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

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

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

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

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

C.8 Security Requirements

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

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

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

C.8.4 All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 10 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: [://atlevel1.dtic.mil/at](http://atlevel1.dtic.mil/at).

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

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

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

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

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

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

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

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

C.10.3.1 Reserved

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

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

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

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

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

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

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

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

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

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

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

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

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## SECTION E - INSPECTION AND ACCEPTANCE

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

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

Table 1 - FAI and FAT Requirements.

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

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E.2.1 First Article Inspection (FAI) and First Article Test (FAT)

E.2.1.1 All FAI and FAT FTFS Kits shall be manufactured and assembled with production tooling and processes and be fully representative of production FTFS kits proposed to be furnished under this contract. Subsequent to FAI, no material or process changes that may affect product performance shall be made without the approval of the Procuring Contracting Officer (PCO). The contractor shall provide seven (7) kits (CLIN 0081) for each vehicle kit identified within C.2.1. Four of each kit configuration shall be shipped by the contractor to Aberdeen Test Center, MD, for Ballistic Testing and two of each kit configuration shall be shipped by the contractor to Yuma Proving Ground, AZ for Installation and Automotive Testing. Therefore, the Contractor shall provide 56 FTFS kits to support both FAI and FAT. FAT will be conducted by the Government as identified in Table 2. Prior to presenting FAI to the Government, the Government will randomly select one (1) FTFS kit from the seven (7) test kits produced for each of the vehicle kits identified in C.2.1. The FAI shall be presented to the Government (PCO) by the contractor at the contractors facility. The contractor shall be responsible for providing all certifications in Table 1 for Government review during FAI. The contractor shall notify the Administrative Contracting Officer (ACO), and the PCO with the time and location of FAI 14 calendar days in advance. At the time of inspection, the contractor shall make available to Government representatives: all records of prior inspection; certifications from Table 1; contractor performed independent test reports; Qualified Product List (QPL) documentation; drawings; and certifications indicating compliance with the requirements of C.2.3, C.4 and E.7 except for those requirements to be verified by the Government First Article Test. Certifications shall be complete and provided to the Government IAW E.7 as applicable.

Table 2 - FAI and FAT Kits

Kit	Vehicle	Configurations Contained in Kit	System Level Ballistic Test	System Level Installation Eval	Automotive Test	Production Baseline
Kit A	HEMTTA4	Config. 1	4 EA	1 EA	1 EA	1 EA
Kit B	M983A4 HEMTT LET	Config. 2	4 EA	1 EA	1 EA	1 EA
Kit C	M1070A0 HET/M1070A1HET	Config. 3&7	4 EA	1 EA	1 EA	1 EA
Kit D	M1074A0 PLS/M1074A1PLS	Config. 4	4 EA	1 EA	1 EA	1 EA
Kit E	M1075A0 PLS/M1075A1PLS	Config. 4&8	4 EA	1 EA	1 EA	1 EA
Kit F	M915A5	Config. 5&9	4 EA	1 EA	1 EA	1 EA
Kit G	M915A3/M916A2/M917A2	Config. 6	4 EA	1 EA	1 EA	1 EA
Kit H	M1074A1 PLS	Config. 4&10	4 EA	1 EA	1 EA	1 EA
TOTAL:			32 EA	8 EA	8 EA	8 EA

TOTAL KITS REQUIRED: 56 EA

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

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

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

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

E.2.2 Reserved.

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

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deemed necessary to ensure performance and durability requirements are met.

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

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

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

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

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

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

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

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

E.2.2.3 RESERVED

E.2.2.4 RESERVED

E.2.2.5 RESERVED

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

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

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

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

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

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

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

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

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

**E.7 Certification Requirements**

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

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

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

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

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

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

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

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 CHANGED	52.209-4000 (TACOM)	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 56 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of up to 10 different kits that successfully pass all specified tests, less the destructive tests, if any, will serve as a manufacturing standard for the remainder of the contract.

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

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

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SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 CHANGED	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2011

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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the same form, fit, function, and interface.

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line,  
Subline, or

Exhibit Line Item Number	Item Description
CLINS 0011AA - 0013AA	KIT A
CLINS 0021AA - 0023AA	KIT B
CLINS 0031AA - 0033AA	KIT C
CLINS 0041AA - 0043AA	KIT D
CLINS 0051AA - 0053AA	KIT E
CLINS 0061AA - 0063AA	KIT F
CLINS 0071AA - 0073AA	KIT G
CLINS 0101AA - 0103AA	KIT H

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

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number N/A.

(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

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

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

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

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

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

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

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

(ii) The issuing agency code

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

(4) Enterprise identifier (if concatenated unique item identifier is used).

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

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

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

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

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

(10) Government's unit acquisition cost.

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(11) Unit of measure.

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

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

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

(3) Unique item identifier type.\*\*

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

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

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

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

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

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

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

(11) Description.

\*\* Once per item.

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

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

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

(End of clause)

F-2 CHANGED 52.242-4457  
(TACOM)

DELIVERY SCHEDULE FOR DELIVERY ORDERS

SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

CLIN NUMBER	QUANTITIES	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0011AA*	7	90
0021AA*	7	90
0031AA*	7	90
0041AA*	7	90
0051AA*	7	90
0061AA*	7	90
0071AA*	7	90
0101AA*	7	90

\*In accordance with CLIN 0081AA.

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

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

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

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

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

(d) Accelerated delivery schedule is acceptable.

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

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

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

[End of clause]

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## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989
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(a) The Contractor shall deliver 7 unit(s) of Lot/Item CLINS 0011AA, 0021AA, 0031AA, 0041AA, 0051AA, 0061AA, 0071AA, 0101AA within 90 calendar days from the date of this contract to the Government at Aberdeen Proving Grounds, Maryland and Yuma Proving Grounds, Arizona for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

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

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

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

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

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

(1) progress payments, or

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

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

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

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

(End of Clause)

**Name of Offeror or Contractor:**

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.1 PROPOSAL INSTRUCTIONS AND CONTENT

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

## L.1.2 General:

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

Volume I, Technical

Volume II, Price

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

L.1.3. Submission Due Date. The offerors proposal submitted via ASFI and via hardcopy including CD-ROM media shall be received at the address set forth below no later than 1:00 PM local time Warren, MI, on 04 January 2013.

## L.1.4. Method of Submission.

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

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

Nancy Dulmage, Contract Specialist

FTFS Proposal

6501 East 11 Mile Road

Warren, MI 48397-5000

RFP Number: W56HZV-11-R-0412

(1:00 PM local time, Warren, MI, 04 JAN 2013)

TO BE DELIVERED UNOPENED

(Offerors Name)

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

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

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

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

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

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

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

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

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

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

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

L.2.2. Reserved.

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

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

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

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

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

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

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

**L.3 TECHNICAL FACTOR (Volume I).**

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

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

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L.3.2.2.6 Experience Information. It is the offeror's responsibility to submit thorough and complete information required for the Government to conduct the evaluation of its Experience Subfactor proposal. It is not the Government's responsibility to search for information not contained in the offeror's proposal. However, offerors are advised that the Government may contact the references the offeror provides and/or may contact internal Government or private sources with knowledge of the Experience cited in the offeror's proposal to validate or gain a better understanding of the relevance of the offeror's proposed Experience.

L.4 Reserved.

L.5 PRICE FACTOR (Volume II)

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

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

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

L.5.1.2 Reserved.

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

L.5.1.4 Reserved.

L.5.1.5 Reserved.

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

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

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

L.6.1 Volume III shall contain the following information:

L.6.1.1 Include a scanned image of a signed copy of the SF 33 cover page signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror. Offeror shall fill-in blocks 12, 13, 15A, 15B, 16, 17, and 18 on the SF 33.

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

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

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

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

L.6.1.6 Requirement for Facility and Information System Security Clearance (SECRET). The offeror is notified that there is a classified specification in the FHTV FTFS Purchase Description. Offerors must have a copy of the classified specification, prior to proposal submission, in order to meaningfully respond to the solicitation. In order to receive the classified specification, offerors must possess appropriate Facility and Information System Security Clearances (SECRET). Extensions to this RFP will not be granted by the Government to allow time for potential offerors to obtain the aforementioned clearances that do not already possess them. The offeror shall request access to this document through the PCO. The offerors request shall include verification of their: Facility and Information System Security Clearance (SECRET), Industrial Facility Security Clearance (up to Secret, at a minimum), the name and phone number of the offeror's security officer, and an address for mailing the classified document. Requests for classified data must be received no later than 10 December 2012.

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

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

L.6.1.7.1 The provisions of FAR 9.5, "Organizational and Consultant Conflicts of Interest", apply to any award under this solicitation. Potential offerors should review their past, current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements which might result in their being in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in FTFS or related programs.

L.6.1.7.2 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

\*\*\* END OF NARRATIVE L0001 \*\*\*

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 DELETED	52.209-4005 ALT I	CONTRACT PRICE REDUCTION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL (SEPARATELY-PRICED LINE ITEM)	FEB/1998
L-2 DELETED	52.209-4007 (TACOM)	PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL	MAY/2006

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

## M.1 BASIS FOR AWARD

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

As such, the Source Selection Authority (SSA), in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-Price Factors against the evaluated Price in arriving at the final Source Selection decision. As part of the best value determination, the relative strengths/weaknesses and risks of each Offeror's proposal in the non-Price Factor as well as the total evaluated Price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated Price.

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

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

## M.2 REJECTION OF OFFERS

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

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

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

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

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

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

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

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

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

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

M.2.1.5 The proposal price is unreasonable or unaffordable.

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

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

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

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

**M.3.1 EVALUATION PROCESS**

Selection of the successful offeror shall be made following an assessment of each proposal, based on the response to the information called for in the proposal preparation instructions of this RFP and against the solicitation requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor. The Government reserves the right to reject offers, in accordance with solicitation provision M.2 Rejection of Offers, above.

**M.3.2 SOURCE SELECTION AUTHORITY (SSA)**

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

**M.3.3 SOURCE SELECTION EVALUATION BOARD (SSEB)**

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

**M.3.4 IMPORTANCE OF PRICE FACTOR**

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

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

M.3.4.2 An otherwise superior proposal is unaffordable; or

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

M.3.5 Reserved

**M.3.6 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD**

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

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

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

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

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

Per FAR 9.103, contracts will be awarded only to contractors that the Procuring Contracting Officer (PCO) determines to be responsible as per the standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the Government may assess the offerors financial and management capabilities to meet the RFPs requirements set forth in this RFP. Accordingly, the Government reserves the right to reject an offeror who cannot satisfy the Governments requirements as set forth in this RFP. Government reserves the right to conduct a pre-award survey on any or all offerors or significant subcontractors (significant subcontractors are those subcontractors performing 25% to 50% of the total dollar value of the contract, excluding raw materials and purchased components/subcomponents) to aid the PCO in the evaluation of each offerors proposal and ensure that a selected contractor is responsible. No award can be made to an offeror who has NOT been determined responsible by the PCO.

**M.3.8 EVALUATION CRITERIA:**

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

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

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

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

**M.4 TRADEOFF PROCESS EVALUATION FACTORS**

M.4.1 Selection of the successful offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L and against the solicitation requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor.

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

Subfactor (1) FTFS Ballistic Performance Requirements, and

Subfactor (2) Ballistic Experience

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

M.5.1 Sub-Factor (1) FTFS Ballistic Performance Requirements. For the proposed solution, the offerors information submitted in response to L.3 will be evaluated to assess the proposal risks, and a rating level assigned, based on the probability that the offerors proposed item will meet the requirements of C.3. Substantiating data submitted within a proposal containing limited or no test information will represent a higher technical risk rating.

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

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

M.5.2.2 Ballistic performance comparable to Section C.3

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

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

M.5.2.5 The offeror may also be evaluated based on other internal Government or private source information per L.3.2.2.6.

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**Name of Offeror or Contractor:**

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M.6 Reserved.

M.7. Evaluation Factor 2: Price (SEE L.5)

M.7.1 The Price Factor evaluation will consider the total evaluated price to the Government. The assessment of the total evaluated price will include a PCO assessment of the reasonableness of the proposed prices. A reasonable price is one that does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.7.2 The total evaluated price for each CLIN will be based on the evaluated unit price for each CLIN multiplied by the estimated ordering quantity for that CLIN identified in Attachment 0001, FTFS Pricing Spreadsheet. The total evaluated price for each offeror's proposal shall consist of the sum of the total evaluated prices for each CLIN as listed in Attachment 0001.

M.8 REQUIREMENT FOR FACILITY CLEARANCE (SECRET). Portions of the information on this program are classified as SECRET. To be considered for award, offerors must have a SECRET Facility Clearance (FCL) and obtain the classified performance specifications. Failure of having a FCL and obtaining the classified performance specifications may lead to the rejection of a proposal (see M.2.1.8). Offerors must submit documentation indicating their facility has been granted a SECRET FCL. Offerors who are considering a subcontractor must also submit documentation indicating that its subcontractor has obtained the necessary clearance in order to be considered for award for those subcontractors that will handle classified material. All FCL information will be verified through the Defense Security Service for all offerors and their subcontractors. Offerors without a security FCL will neither be able to discuss or access key aspects of the program that are classified nor will they be able to pass such information on to their subcontractor. Access to SECRET information will be required under the contract resulting from this RFP.

\*\*\* END OF NARRATIVE M0001 \*\*\*