

1. Request No. W56HZV-12-Q-0617	2. Date Issued 2013JAN16	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA4
------------------------------------	-----------------------------	---	---	----------------

5A. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-AHP-E WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WS: Tank, M1 Abrams Family of Vehicles	W56HZV 6. Deliver by (Date) See Schedule
---	---

5B. For Information Call: (Name and telephone no.) (No collect calls) JEFFREY R. WOODS (586) 282-0131 EMAIL: JEFFREY.R.WOODS@US.ARMY.MIL	7. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other
---	--

8. To: Name and Address, Including Zip Code	9. Destination (Consignee and address, including Zip Code) See Schedule
--	---

10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2013FEB19	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.
---	--

11. Schedule (Include applicable Federal, State, and local taxes)

Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
(See Schedule)					

FMS REQUIREMENT

12. Discount For Prompt Payment	a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
				Number	Percentage

NOTE: Additional provisions and representations are are not attached.

13. Name and Address of Quoter (Street, City, County, State and Zip Code)	14. Signature of Person Authorized to Sign Quotation	15. Date of Quotation
16. Signer		
a. Name (Type or Print)	b. Telephone	
	Area Code	
c. Title (Type or Print)	Number	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-Q-0617 MOD/AMD	Page 2 of 38
---------------------------	---	----------------------------

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
1 52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2011

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

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

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

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12Q0617

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

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

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

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

(e) Note to offerors:

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

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

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

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

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

Name of Offeror or Contractor:

contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

End of Provision

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

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

[End of Clause]

3 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

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

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

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

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

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 38
	PIIN/SIIN W56HZV-12-Q-0617	MOD/AMD

Name of Offeror or Contractor:

DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt/acceptance documents/reports. Submission of hard copy DD250/invoices is no longer acceptable for payment purposes.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil> There is no charge to use WAWF. Direct any questions relating to system setup and vendor training to the Help Desk at Ogden, UT at 1-866-618-5988. Web-based training for WAWF is also available at <https://wawftraining.eb.mil>

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

IMPORTANT NOTE:

ORGANIZATIONAL CONFLICT OF INTEREST -- The provisions of FAR 9.5, "Organizational Conflict of Interest" (OCI), applies to any award under this solicitation. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in Foreign Military Sales programs. Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to quote 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 A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	SUPPLIES OR SERVICES AND PRICES/COSTS										
0001	WORKSHOP 1 ASSESSMENT										
0001AA	<p><u>WORKSHOP 1 ASSESSMENT</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>GENERIC NAME DESCRIPTION: WORKSHOP 1 ASSESSMENT PRON: J50LGT0347 PRON AMD: 01 AMS CD: UWD068 FMS COUNTRY/CASE: EG/UWD</p> <p>Contractor assessment of ELF Workshop 1 equipment and facilities IAW the attached Scope of Work.</p> <p>Assessment Report deliverable IAW CDRL A001, Workshop 1 Assessment Report (CDRL A001, below).</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="1" data-bbox="261 1209 829 1262"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0090</td> </tr> </tbody> </table> <p>\$</p>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	1	0090	1	LO		\$ _____
DEL REL CD	QUANTITY	DAYS AFTER AWARD									
001	1	0090									
0002	OCONUS TRAVEL										
0002AA	<p><u>WORKSHOP 1 ASSESSMENT TRAVEL</u></p> <p>CLIN CONTRACT TYPE: Cost Contract</p> <p>GENERIC NAME DESCRIPTION: OCONUS TRAVEL PRON: J50LGT0347 PRON AMD: 01 AMS CD: UWD068 FMS COUNTRY/CASE: EG/UWD</p> <p>Contractor travel expenses for ELF Workshop 1 Assessment Project. Includes coach-class air travel, lodging, ground transportation, and OCONUS JTR M&IE per diems.</p>	1	LO		\$ _____						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	IAW SOW Section 16. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0090</td> </tr> </table> \$	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0090													
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																		
001	1	0090																		
0003	<u>DATA ITEMS</u> The below ELINS are associated with the Data Item Numbers on the Contract Data Requirements List (CDRL) (DD Form 1423), in Section J. (End of narrative A001)																			
A001	<u>DATA ITEM: WORKSHOP 1 ASSESSMENT REPORT</u> GENERIC NAME DESCRIPTION: WORKSHOP 1 ASSESSMENT REPORT ELF Workshop 1 assessment report IAW SOW Section 12.0. Reference Attachment 0001, DD Form 1423. Report shall be formatted IAW Attachment 0004, DI-MISC-80508B. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td>3</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0090</td> </tr> </table>	DOC	SUPPL		<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>	001		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0090	1	EA	\$ ** NSP **	\$ ** NSP **
DOC	SUPPL																			
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>																		
001		3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																		
001	1	0090																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p>FOB POINT: Origin</p> <p>SHIP TO: (BEG003) RADIANT GLOBAL LOGISTICS 7465 CANDLEWOOD ROAD SUITE M HANOVER MD 21076-3183</p> <p><u>DATA ITEM: INCIDENT REPORTS</u></p> <p>GENERIC NAME DESCRIPTION: INCIDENT REPORTS</p> <p>Incident reports shall be submitted to the COR within 3 hours of any accident or incident involving contractor personnel during contract performance in Egypt.</p> <p>Reports shall be submitted in accordance with Attachment 0001, DD Form 1423, in the format specified by Attachment 0004, DI-MISC-80508B.</p> <p>For required incident report contents, please refer to Attachment 0005, DI-SAFT-81563B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK FOR EGYPT LAND FORCES WORKSHOP 1 EQUIPMENT AND FACILITIES ASSESSMENT:

1.0 GENERAL. This is a non-personal services Contract to provide an equipment and facilities assessment for the Egyptian Land Forces (ELF) Workshop 1. The US Government shall not exercise any supervision or control over the Contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn, is responsible to the Government. The contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the below scope of work except for those items specified as Government furnished property and services. The Contractor shall perform to the standards in this contract.

2.0 OBJECTIVE. The ELF currently fields three (3) configurations of M1A1 Abrams Tanks: M1A1 legacy tanks unique to Egypt, M1A1 Embedded Diagnostics (ED) tanks with the Thermal Imaging System (TIS), and M1A1 Abrams Integrated Management (AIM) ED tanks with the 2nd Generation Forward Looking Infrared (FLIR) System. Workshop 1 requires the ability to test and repair all M1A1 turret Line Replaceable Units (LRU) and Shop Replaceable Units (SRU) associated with these three configurations of tanks. The ELF has the requirement for a Subject Matter Expert (SME) to inspect and determine the operational capability of the existing Factory Automatic Component Test Sets (FACTS), Universal Hydraulic Component Test Stand, Final Turret Test Station, Clean Rooms, Paint Booth, Sand Blasting Room, Simplified Test Equipment M1 (STE-M1), and Direct Support Electrical Systems Test Set (DSESTS) located at Workshop 1 in Cairo, Egypt to determine the facility's current capabilities and gain information regarding an upgrade path to full M1A1 turret LRU and SRU testing capability. The majority of the machines are 8 to 15 years old. These reports are to be submitted in accordance with the instructions given in the CDRL A001. Details regarding report content can be found in CDRL A001 and Section 12 of this Statement of Work.

2.1 REFERENCES. Pictures of most of the assets to be evaluated are located in Attachment 0002. Component listing information for the test stands is located in Attachment 0003.

3.0 EQUIPMENT/FACILITIES REQUIRING ASSESSMENT:

a. Two (2) each, Raytheon Factory Automatic Component Test Sets (FACTS), part number 1367201-100, Egyptian M1A1 Test Stations to test all configurations of Egyptian unique M1A1 Line Replaceable Units (LRU) and Shop Replaceable Units (SRU).

b. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350060000, Egyptian M1A1 Auto Cable test Station.

c. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350050000, Egyptian M1A1 Hot Mockup Test Station.

d. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350070000, Egyptian M1A1 Thermal Imaging Control Unit Test Station.

e. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350130000, Egyptian M1A1 Ballistic Computer Test Station.

f. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350030000, Egyptian M1A1 Thermal Target Test Station.

g. One (1) each, Kearfoot Factory Automatic Component Test Sets (FACTS), part number TEASH0182, Egyptian M1A1 Servo Torque Drive Assembly Test Station.

h. One (1) each, Kearfoot Factory Automatic Component Test Sets (FACTS), part number TEASH0181, Egyptian M1A1 Capture Loop Card Assembly Test Station.

i. One (1) each, Kearfoot Factory Automatic Component Test Sets (FACTS), part number TEASH0180, Egyptian M1A1 Gun trunion Resolver Test Station.

j. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS) part number 18350020007, Egyptian M1A1 Optical Test Station for Azimuth Drive Assembly Test Station.

k. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350020005, Egyptian M1A1 Optical Test Station for Commanders Sight Extension Test Station.

l. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350020003, Egyptian M1A1 Optical Test Station for Gunners Auxiliary Sight Test Station.

m. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350020002, Egyptian M1A1 Optical Test Station for Commanders Weapon Station Sight Test Station.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 38**

PIIN/SIIN W56HZV-12-Q-0617

MOD/AMD

Name of Offeror or Contractor:

n. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350090000, Egyptian M1A1 Laser Energy Protection Test Station.

o. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 17350116000, Egyptian M1A1 Laser Range Finder Area Telescope Assembly Test Station.

p. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 17350118000, Egyptian M1A1 Laser Range Finder Area Transmitter Alignment Test Station.

q. One (1) each Kolsman Factory Automatic Component Test Sets (FACTS) part number 17350112000 Egyptian M1A1 Laser Range Finder Area Transceiver Test Station.

r. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 18350020004, Egyptian M1A1 Optical Test Station for Objective lens Relay Assembly Test Station.

s. One (1) each, Kolsman Factory Automatic Component Test Sets (FACTS), part number 17350112001, Egyptian M1A1 Laser Range Finder Area-Subsystem Test Station.

t. One (1) each, Universal Hydraulic Component Test Station.

u. One (1) each, turret Paint Booth.

v. One (1) each, turret Sand Blasting Booth.

w. One (1) each Final Turret Test Station for the inspection of turret gun synchronization, boresighting, and ballistics, and Final Test Station power supply.

x. Clean Rooms, 2 EA (one located in the Mechanical building and the other in the Electrical Building).

4.0 TEST ASSETS: The ELF will attempt to provide at least one known working asset from its M1A1 parts inventory for the evaluation of its corresponding test stand. These items will be provided by the ELF at Workshop 1. Contractor personnel may not remove the test equipment from the Workshop 1 facility at any time. Upon the completion of the tests, all assets must be turned over to the COR for proper accountability and reintegration into ELF inventory. Availability of test assets cannot be guaranteed. The Contractor is responsible for completing the evaluation of all test stands regardless of test asset availability.

5.0 Hours of Operation: The normal work week for OCONUS Contractor personnel performing services at Workshop 1 is Sunday through Thursday, 8AM-5PM local time. All work must be performed within these normal hours. The Contractor is responsible for adjusting the program schedule to accommodate Egyptian national holidays.

6.0 Place of Performance: Egyptian Land Forces (ELF), Workshop 1, Cairo, Egypt.

7.0 Site Access: Workshop 1 is a secured facility, and prior authorization by the ELF is required for Contractor personnel entry. At least 30 days prior to any travel to Egypt, the Contractor shall submit a completed Personal Data Sheet (PDS) along with a photocopy of a valid U.S. Passport to the COR for each employee who requires access to Workshop 1. As these requests involve Personally Identifiable Information (PII), the Contractor shall e-mail the COR for submission guidance prior to the transmittal of any information. A sample PDS is located at Attachment 0006.

8.0 Physical Security: The Contractor shall be responsible for safeguarding all Egyptian Land Forces equipment, information, and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

8.1 Incident Reporting: A completed incident report in accordance with CDRL A002 must be submitted to the COR within 3 hours of any accident or incident involving Contractor personnel during Contract performance in Egypt.

9.0 Post Award Conference: A post-award conference for this action will be held either by telephone or videoconference in accordance with FAR 42.501. All personnel the Contractor intends to send to Egypt for performance of this contract shall attend, shall introduce themselves and their qualifications, and shall share any concerns they have regarding successful execution of this Contract with the Government so that potential problems can be identified and resolved prior to the beginning of in-country Contract performance.

10.0 Periodic Progress Meetings: The Contractor shall participate in periodic teleconferences held by the CMO. During these calls, the Contractor shall summarize their progress during the preceding period, and answer technical and programmatic questions regarding their findings at Workshop 1, any issues that have been encountered, and how those issues are being resolved.

11.0 Identification and Conduct of Contractor Employees: Contractor personnel are required to wear ELF-approved identification at all

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 11 of 38
	PIIN/SIIN W56HZV-12-Q-0617	MOD/AMD

Name of Offeror or Contractor:

7	52.209-4021 (TACOM)	ANTI-TERRORISM (AT) AWARENESS TRAINING REQUIREMENT FOR CONTRACTOR PERSONNEL TRAVELING OVERSEAS	JUN/2012
---	------------------------	---	----------

Contractor employees and associated subcontractor employees shall receive government-provided Anti-Terrorism (AT) awareness training specific to the area of responsibility (AOR) as directed by AR 525-13. Specific AOR training content is to be directed by the combatant commander, with the unit Anti-Terrorism Officer (ATO) being the local point of contact.

(End of Clause)

INSPECTION AND ACCEPTANCE

8	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
9	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
10	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
11	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

DELIVERIES OR PERFORMANCE

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

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

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

12	52.242-15	STOP-WORK ORDER	AUG/1989
13	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
14	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000

At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

15

52.232-4087

PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)

AUG/2012

To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 13 of 38
	PIIN/SIIN W56HZV-12-Q-0617	MOD/AMD

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

16 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING AUG/2012

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

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

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

- Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
- Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
- Red River Army Depot: <https://acquisition.army.mil/asfi/>
- Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

CONTRACT CLAUSES

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

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

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

17	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
18	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
19	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
20	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
21	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 14 of 38

PIIN/SIIN W56HZV-12-Q-0617

MOD/AMD

Name of Offeror or Contractor:

22	52.216-11	COST CONTRACT--NO FEE	APR/1984
23	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
27	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
28	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
30	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
31	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
32	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
34	52.232-1	PAYMENTS	APR/1984
35	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
36	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
37	52.232-11	EXTRAS	APR/1984
38	52.232-20	LIMITATION OF COST	APR/1984
39	52.232-25	PROMPT PAYMENT	OCT/2008
40	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
41	52.233-1	DISPUTES	JUL/2002
42	52.233-3	PROTEST AFTER AWARD	AUG/1996
43	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
44	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
45	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
46	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
47	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
48	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
49	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
50	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
51	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
53	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
54	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
55	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
56	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
57	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
58	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
59	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
60	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
61	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
62	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
63	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	JUN/2012
64	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
65	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
66	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
67	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
68	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
69	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	DEC/2011
70	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
71	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
72	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
73	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
74	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
75	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
76	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
77	252.229-7011	REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS	SEP/2005
78	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
79	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
80	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
81	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
82	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
83	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
84	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 15 of 38
	PIIN/SIIN W56HZV-12-Q-0617	MOD/AMD	

Name of Offeror or Contractor:

85	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
86	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)	MAY/2002
87	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
88	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

(a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

(d) Final indirect cost rates.

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

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

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

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

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

Name of Offeror or Contractor:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

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

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

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

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

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect

Name of Offeror or Contractor:

the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

(End of Clause)

Name of Offeror or Contractor:

89 52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007) -- ALTERNATE I JUN/1989
(JUN 1989)

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of

Name of Offeror or Contractor:

this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments, their nationals and international organizations pursuant to the following treaties or international agreements: FMS Case EG-UWD.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

Name of Offeror or Contractor:

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. -2-

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

90

52.229-8

TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS

MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Egypt, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Egypt, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 22 of 38**

PIIN/SIIN W56HZV-12-Q-0617

MOD/AMD

Name of Offeror or Contractor:

91 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES APR/2003

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Egypt, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

92 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES MAR/2006

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT, telephone DSN 222-9832, Commercial (703)692-9832.

(End of clause)

93 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed

Name of Offeror or Contractor:

under this contract, stated in the following terms: This material is based upon work supported by the United States Government under Contract No. (To Be Determined).

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

(End of clause)

94 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION 2012-00015) AUG/2012
 (DEV 2012-
 00015)

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

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

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

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

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

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

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

"Registered in the SAM database" means that--

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) Reserved.

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

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

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

(A) Change the name in the SAM database;

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

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

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

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

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through

Name of Offeror or Contractor:

<https://www.acquisition.gov> or by calling 866 -606-8220, or 334-206-7828 for international calls.

(End of Clause)

95 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL AUG/2012
ITEMS)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009)(22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2008).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jan 2011).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

Name of Offeror or Contractor:

(vi) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13148) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[reg] Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American ActSupplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xiii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAPARA.HTM>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The

Name of Offeror or Contractor:

Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

96	52.232-99 (DEV 2012- 00014)	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV 2012-00014)	(DEV AUG/2012
----	-----------------------------------	--	------------------

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

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

97	52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB/1998
----	----------	-----------------------------------	----------

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 28 of 38
	PIIN/SIIN W56HZV-12-Q-0617	MOD/AMD

Name of Offeror or Contractor:

(End of Clause)

98 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

99 252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES JAN/2012
 (DEV 2012- CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)
 00005)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to--

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

100 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE JAN/2012
 (DEV 2012- UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-
 00005) 00005)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

101 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-Q-0617 MOD/AMD	Page 29 of 38
---------------------------	--	----------------------

Name of Offeror or Contractor:

Classified information shall be handled in full accordance with the appropriate security requirements.

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

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

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

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 30 of 38**

PIIN/SIIN W56HZV-12-Q-0617

MOD/AMD

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	CDRLS (DD FORM 1423)	12-SEP-2012	002	DATA
Attachment 0002	WORKSHOP 1 EQUIPMENT PHOTOGRAPHS	12-SEP-2012	028	DATA
Attachment 0003	WORKSHOP 1 EQUIPMENT INFORMATION	12-SEP-2012	011	DATA
Attachment 0004	DI-MISC-80508B (CDRL SUBMISSION STANDARDS)	14-NOV-2006	002	DATA
Attachment 0005	DI-SAFT-81563 (INCIDENT REPORTING STANDARDS)	02-JUN-1998	002	DATA
Attachment 0006	ELF PERSONAL DETAILS SHEET (FOR SITE ACCESS)	12-SEP-2012	001	DATA

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 31 of 38
	PIIN/SIIN W56HZV-12-Q-0617	MOD/AMD

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

102	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
103	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	SEP/2010
104	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
105	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
106	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
107	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
108	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
109	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
110	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004)	JAN/2012

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

111	52.213-4007 (TACOM)	QUOTER REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	FEB/1998
-----	------------------------	--	----------

(a) As part of this quotation, we represent as the quoter that we--

- Do
- Do Not

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

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

Page 32 of 38

PIIN/SIIN W56HZV-12-Q-0617

MOD/AMD

Name of Offeror or Contractor:

(b) The term supplies is defined in the Transportation of Supplies by Sea clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Provision]

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SOLICITATION INSTRUCTIONS -- INSTRUCTIONS TO OFFERORS

EGYPT LAND FORCES WORKSHOP 1 EQUIPMENT AND FACILITIES ASSESSMENT:

*** PLEASE REVIEW THIS SOLICITATION IN ITS ENTIRETY BEFORE SUBMITTING YOUR QUOTE ***

Answers to many common questions as well as important terms and conditions pertaining to this requirement are contained herein. In addition, some parts of the solicitation contain blanks that must be filled in before a quote can be considered complete.

1. SUBMISSION OF QUOTES -- Quotes must be submitted via e-mail to Jeffrey.R.Woods19.civ@mail.mil no later than 5:00 PM Eastern Standard Time on 19 February 2013. When submitting quotes via e-mail, please limit attachment total size per message to 4mb. Offerors are urged to include a list of attachments and their file names in the body of the email in the event attachments are stripped or lost. If necessary, multiple e-mails should be submitted. In the event that product literature or technical information exceeds this file size limitation, please contact the individuals listed below for further guidance. All quote materials must be received by the closing date/time of this solicitation. In all cases, offerors will be contacted via e-mail when their complete submissions are received. If you do not receive a response, please assume that your message has not been received and contact us by phone for further guidance. The Government reserves the right to make an award solely on initial quotes received.

Buyer contact information:

Jeffrey Woods, (586)282-0131, Jeffrey.R.Woods19.civ@mail.mil

Attention is directed to Federal Acquisition Regulation (FAR) 52.212-(f) concerning late submissions. Offerors are responsible for ensuring that all pages/attachments of their submissions have been received by the designated office before the deadline indicated and should confirm by telephone that their entire quote has been received. Quoters are responsible for allowing adequate time for e-mail transmissions to be received.

2. CONTRACT AUTHORITY -- The Government will solicit and award this contract using Simplified Acquisition Procedures in accordance with FAR Part 13. As a result of this authority, certain requirements for soliciting, awarding, and notifying offerors are streamlined.

3. SYSTEM FOR AWARD MANAGEMENT Offerors shall submit representations and certifications electronically at <https://www.sam.gov>. Certification is required prior to submission of the offer.

4. PERIOD OF ACCEPTANCE OF OFFERORS -- The pricing terms and conditions of submitted quotes shall be valid for 90 days unless stated otherwise in the offer.

5. QUESTIONS CONCERNING THE SOLICITATION -- Questions shall be submitted via e-mail no later than 5:00 PM Eastern Standard Time on 13 February 2013. This deadline is necessary to ensure timely award and the Government may, at its sole discretion, choose not to respond to questions received after the deadline. All questions will be reviewed, and if necessary, responded to by an amendment to the solicitation.

6. FORMAT OF QUOTES -- This section specifies the content and format that offerors shall use when submitting quotes. Offerors shall include the name, title, address, and phone number of the individual responsible for fielding inquiries to the quote. Quotes shall not exceed 50 total pages. To expedite the review of quotes, offerors shall submit their quotes in sections based on the following format:

Part 1 -- Request for Quotation (SF-18) -- Blocks 12-16 of page 1 of the SF-18 shall be completed by offerors and Block 14 shall be signed to show the offeror has read and agrees to comply with all terms, conditions, and instructions provided in the solicitation document. Offerors shall provide a statement that certification in the System for Award Management (SAM) is current, complete, and accurate as of the date of the offeror's signature, or list any changes. For amendments, acknowledge all amendments issued.

Part 2 -- Pricing -- Include comprehensive pricing information separated by CLIN. As travel costs under CLIN 0002AA of this Solicitation are cost-reimbursable, the Government will perform cost realism analysis to determine the probable travel cost for the successful completion of the project. For more information regarding cost realism analysis, please refer to the Evaluation Factors for Award located in Section M of this Solicitation.

Part 3 -- Technical Qualifications and Experience -- Offerors shall provide relevant staff qualifications and information demonstrating relevant experience designing, servicing, and troubleshooting analog test, measurement, and diagnostic equipment (TMDE) for industrial

Name of Offeror or Contractor:

or military vehicle electronic and electro-mechanical components similar to the equipment listed in Scope of Work Section 3.0. Submissions shall also demonstrate technical proficiency pertaining to M1A1 turret LRUs and SRUs present in all variants of the Egypt Land Forces M1A1 vehicles as listed in Scope of Work Section 2.0. Staff qualifications shall be provided in brief narrative format. Offerors may demonstrate TMDE experience by identifying at least three (3) of the most relevant Contracts or commercial projects that it has successfully completed, and providing the following:

- a. A copy of the SOW/PWS;
- b. The total value of the Contract and Contract type, or value of the project;
- c. The complete Contract number/task order/delivery order (if Government);

Offerors may demonstrate M1A1 turret LRU and SRU technical proficiency in narrative format, or can include examples of previous work as part of the three (3) or more Contracts or commercial projects showing TMDE experience specified above.

Relevant Contracts or task orders are those which are similar in scope to the Scope of Work of this Solicitation. Failure to provide all of the requested information in your quote may result in a determination that your quote is unacceptable, thus eliminating your quote from consideration for award.

Part 4 -- Performance and Delivery Quotes shall include completion of the entire Scope of Work of this Solicitation, and shall include a tentative timeline showing phases of the program (eg. when personnel anticipate traveling to Egypt) and a delivery schedule conforming to the required receipt of the completed Workshop 1 Assessment Report (CDRL A001) 90 days ARO.

*** END OF NARRATIVE L0001 ***

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

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

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

112	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
113	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
114	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
115	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

116	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
-----	----------	--	----------

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

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

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

Page 34 of 38

PIIN/SIIN W56HZV-12-Q-0617

MOD/AMD

Name of Offeror or Contractor:

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

117 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

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

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

118 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

119 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

120 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 35 of 38
	PIIN/SIIN W56HZV-12-Q-0617 MOD/AMD	

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

[End of Provision]

121 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

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

[End of Provision]

122 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006

(a) Policy:

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

(b) Agency Protest:

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

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

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

Page 36 of 38

PIIN/SIIN W56HZV-12-Q-0617

MOD/AMD

Name of Offeror or Contractor:(c) Election of Forum:

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

(d) Protest Decision Authority:

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

(e) Time for Filing a Protest:

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

(f) Form of Protest:

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

(g) Processing of HQAMC-Level Protests

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

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

Packages sent by FedEx or UPS should be addressed to:

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

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

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

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

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

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

(h) Effect of Protest on Award and Performance:

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-Q-0617	Page 37 of 38 MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor:

HQAMC director of contracting may authorize contract performance, notwithstanding the protest, upon a written finding that:

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

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

(i) Remedies:

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

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

[End of Clause]

EVALUATION FACTORS FOR AWARD

EVALUATION FACTORS FOR AWARD

EGYPT LAND FORCES WORKSHOP 1 EQUIPMENT AND FACILITIES ASSESSMENT:

1. EVALUATION CRITERIA -- IAW FAR 15.101-2, the Government will award a Contract resulting from this Solicitation to the offeror with the lowest priced technically acceptable quote conforming to the requirements set forth in the Statement of Work.

2. DETERMINATION OF TECHNICAL ACCEPTABILITY -- Quotes will be considered technically acceptable if experience and performance information is submitted in accordance with the above section entitled "Solicitation Instructions - Instructions to Offerors", the demonstrates the following:

- a. The performance of the entire Statement of Work and delivery of the Workshop 1 Assessment Report (CDRL A001) by 90 days ARO.
- b. Relevant experience designing, servicing, and troubleshooting analog test, measurement, and diagnostic equipment (TMDE) for industrial or military vehicle electronic and electro-mechanical components, similar to the equipment listed in Scope of Work Section 3.0.
- c. Technical proficiency pertaining to M1A1 turret LRUs and SRUs present in all variants of the Egypt land Forces M1A1 vehicles as listed in Scope of Work Section 2.0.

3. DETERMINATION OF LOWEST PRICE -- The Government intends to award a Contract as a result of this solicitation to the technically acceptable offeror with the lowest total quoted price, with the exception of the following:

- a. Quoted prices must be reasonable in accordance with FAR 31.201-3. Reasonable prices are defined as those which, by their nature and amount, do not exceed those which would be incurred by a prudent person in the conduct of competitive business.
- b. This Solicitation includes a cost-reimbursement component for travel (CLIN 0002AA). The Government reserves the right to perform cost realism analysis in accordance with FAR 15.404-1(d) to determine the estimated probable cost of travel for successful Contract performance. The Government will use the Joint Travel Regulations (JTR) as a guide for the computation of lodging and per diems, and may adjust offers as required to reflect the estimated probable cost of travel for Contract performance.

4. AWARD -- An award resulting from this solicitation will be made under North American Industry Classification Systems (NAICS) Code 541330. The Government may award based solely on information contained in the proposal and is not obligated to seek completion or clarification.

*** END OF NARRATIVE M0001 ***

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-12-Q-0617 MOD/AMD	Page 38 of 38
---------------------------	--	----------------------

Name of Offeror or Contractor:

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

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