

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 47	Pages
2. Contract Number		3. Solicitation Number W56HZV-13-R-0017		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2013MAR01		6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-AIM-B WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7)				

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____ (hour) local time 2013APR15 (Date).

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

10. For Information Call:	A. Name LISA M. DURBIN	B. Telephone (No Collect Calls)			C. E-mail Address LISA.M.DURBIN@US.ARMY.MIL
		Area Code (586)	Number 282-9034	Ext.	

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OFFER (Must be fully completed by offeror)

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

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

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

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

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7) Code	25. Payment Will Be Made By Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

WEBPAGE LINK

The link to the webpage for access to Attachments and updates to this solicitation is:
<http://contracting.tacom.army.mil/majorsys/LAV-C2/LAV-C2.htm>

QUESTION SUBMISSION INSTRUCTIONS

Questions regarding this solicitation shall be in writing and directed to the buyer, Lisa Durbin via email at lisa.m.durbin.civ@mail.mil. The cut-off date for Offerors to submit questions to Solicitation W56HZV-11-R-0301 is Friday, 15 March 2013. Questions beyond 5:00p.m. (TACOM Local time) on 15 March 2013 will not be answered. All questions and all other correspondence related to this solicitation shall reference the solicitation number W56HZV-13-R-0017 in the e-mail subject line.

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

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2012

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

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

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

(d) Requirements for the online ASFI bid submission:

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

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13C0017

(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.

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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 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

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

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

[End of Provision]

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

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A-4 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 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]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>LAV C2A2 VEHICLE UPGRADE</u></p> <p>GENERIC NAME DESCRIPTION: LAV C2A2 UPGRADE PER TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr><td>001</td><td>2</td><td>0210</td></tr> <tr><td>002</td><td>2</td><td>0240</td></tr> <tr><td>003</td><td>2</td><td>0270</td></tr> <tr><td>004</td><td>2</td><td>0300</td></tr> <tr><td>005</td><td>2</td><td>0330</td></tr> <tr><td>006</td><td>2</td><td>0360</td></tr> <tr><td>007</td><td>2</td><td>0390</td></tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00000)</p> <p>SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> </p>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	2	0210	002	2	0240	003	2	0270	004	2	0300	005	2	0330	006	2	0360	007	2	0390	14	EA	\$ _____	\$ _____
DEL REL CD	QUANTITY	DAYS AFTER AWARD																											
001	2	0210																											
002	2	0240																											
003	2	0270																											
004	2	0300																											
005	2	0330																											
006	2	0360																											
007	2	0390																											

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>LAV-C2A2 CABLE SET</p> <p>GENERIC NAME DESCRIPTION: LAV-C2A2 CABLE SET</p> <p>One cable set shall be delivered with each vehicle in accordance with Section C.2.3.1.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION C.2.3.1 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 2 0210 002 2 0240 003 2 0270 004 2 0300 005 2 0330 006 2 0360 007 2 0390</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00001)</p>	14	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>CONTRACT DATA REQUIREMENTS LIST - CDRL</u></p> <p>Contract Data Requirement List (DD-1423-1) reporting for CDRLs A001 through A010.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>CONTRACTOR MANPOWER REPORT (CMR), PURSUANT TO THE REQUIREMENTS OF THE CLAUSE ENTITLED "REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS", FAR 52.237-4000. THE PRICE FOR CONTRACTOR MANPOWER REPORTING IS NOT SEPARATELY PRICED.</p> <p>NO DD 250 REQUIRED.</p> <p>WHERE A CONTRACTING OFFICER'S REPRESENTATIVE (COR) IS APPOINTED UNDER A CONTRACT, AN APPOINTMENT LETTER MAY REQUIRE THE COR TO MONITOR THE CONTRACTOR'S REPORTING OF CMR DATA.</p> <p>UNIT IDENTIFICATION CODE: UIC M90000 SHALL BE USED FOR CONTRACTOR MANPOWER REPORTING</p> <p>(End of narrative B001)</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013

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

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

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

End of Clause]

APPLICABLE DOCUMENTS:

EXHIBIT A: Contract Data Requirement List (CDRL) A001 through A010
Attachment 0001: LAV-C2A2 Upgrade Technical Data Package (TDP)
Attachment 0002: LAV-C2A2 Acceptance Test Plan (ATP) Procedures
Attachment 0003: Technical Manuals (TM)
Attachment 0004: Government Furnished Equipment (GFE)
Attachment 0005: GFE Deficiency Form and Checklist
Attachment 0006: Final Inspection Report (FIR)

SECTION C. SCOPE OF WORK

C.1 GENERAL

C.1.1 The following Scope of Work establishes and identifies the work efforts that shall be performed by the contractor to complete the integration of the Command and Control, Communications, Computers, and Intelligence (C4I) upgrade on 14 Light Armored Vehicle - Command and Control vehicles (LAV-C2A2), as identified in the LAV-C2A2 Technical Data Package (TDP).

C.2 INSPECTION, MANUFACTURE, INSTALL, INTEGRATE

Name of Offeror or Contractor:

C.2.1 The contractor shall complete an initial Limited Technical Inspection in accordance with TM 08594C-20/4; 2-12 (Attachment 0003) and inventory upon receipt of each LAV-C2A2 vehicle (Table of Authorized Material Control Number (TAMCN) E09467B). Upon completion of this initial vehicle inspection the contractor shall submit a report in accordance with CDRL A001. Deficiencies and discrepancies shall be addressed on a case-by-case basis.

C.2.2 The contractor shall note all deficiencies or discrepancies with any of the provided GFE and provided to the Government in accordance with CDRL A002 utilizing the GFE Deficiency Form and Checklist located as Attachment 0005 of this contract. Any deficiencies or discrepancies with the vehicle chassis during initial inspection will be addressed by the Government. The Government will review the Deficiency Form within five working days of receipt. Once determined that the report is accurate, the Government will have twenty working days to remedy the deficiency.

C.2.3 The contractor shall manufacture, install, and integrate the Command and Control, Communications, Computers, and Intelligence (C4I) upgrades into 14 LAV-C2A2 vehicles in accordance with the LAV-C2A2 Upgrade Technical Data Package as provided in Attachment 0001 and in TM-08650C-20 provided within Attachment 0003. The 14 LAV-C2A2 vehicle chassis will be provided as Government Furnished Equipment (GFE) (see attachment A004).

C.2.3.1 The contractor shall also, in accordance with the TDP, manufacture and package separately the below list of parts. One cable set shall be stored inside each vehicle.

Cable Set, Operations Shelter (p/n 03002A1610), to include:

- Cable, Desktop CAU (p/n 03002A0228-1), Qty 1
- Cable, Desktop CAU (p/n 03002A0228-2), Qty 1
- Cable, Ethernet (p/n 03002A0231-1), Qty 1
- Cable, AC Power (p/n 03002A0229-1), Qty 1
- Cable, DC Power (p/n 03002A0230-1), Qty 1
- Cable, Bag (p/n 40026-1), Qty. 2

C.3 VEHICLE MAINTENANCE

C.3.1 The contractor shall be responsible to perform all maintenance actions in accordance with TM-08650C-10 (Attachment 0003), 2-44 Preventative Maintenance Checks and Services (PMCS), to ensure that the vehicle(s) remain fully operational when they are in the contractors possession until they are delivered to the Government.

C.3.2 The contractor shall perform a final PMCS in accordance with TM-08650C-10, 2-44 (Attachment 0003). The contractor shall document this final PMCS in the vehicle log book located within each of the vehicles.

C.4 TESTING

C.4.1 The contractor shall test each of the 14 LAV-C2A2 upgrade vehicles in accordance to the Acceptance Test Plan (ATP) (Attachment A002) to verify vehicle upgrade operational readiness. The contractor shall complete the checklist located on pages 108 through 132 of the ATP. The annotated document shall be furnished along with the vehicle when presented to Defense Contract Management Agency (DCMA) for final inspection in accordance with CDRL A010.

C.5 REPORTS

C.5.1 The contractor shall complete the Final Inspection Report (FIR) located at Attachment 0006 of this contract. The contractor shall submit a completed FIR to the Government in accordance with CDRL A009.

C.5.2 The contractor shall conduct a final Limited Technical Inspection (LTI) in accordance with TM 08594C-20/4; 2-12 (Attachment 0003). The results of this inspection shall be provided to the Government in accordance with CDRL A003.

C.5.3 The contractor shall annotate the following in the vehicle log book contained in each vehicle on the Vehicle Logbook modification page, "The C4I System was upgraded on this vehicle on this date XX".

C.5.4 The contractor shall provide an Integrated Master Plan (IMP) and Integrated Master Schedule (IMS) outlining the details of this effort. The IMP shall detail the contractors methodology for performing the manufacturing, installation, and integration of the upgrades. The IMP, along with the IMS shall be updated throughout the term of this contract in the event of any change affecting the IMP or IMS. The contractor shall provide the initial IMP (CDRL A004) and IMS (CDRL A005) at the start of work meeting.

C.5.5 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the integration of the Command and Control, Communications, Computers, and Intelligence (C4I) upgrade on 14 Light Armored Vehicle - Command and Control vehicles (LAV-C2A2) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/Reporting> inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: <http://www.ecmra.mil>.

Name of Offeror or Contractor:

C.6.0 MEETINGS

C.6.1 Start of Work Meeting. The contractor shall host a one day Start of Work Meeting held at its facility, within 30 days after contract award. At this meeting, the contractor shall brief the Government on how they plan to manage the effort and provide the deliverables required by the contract. The contractor shall also discuss any risk areas it anticipates during the completion of this scope of work.

C.6.2 The contractor shall submit a meeting agenda in accordance with CDRL A006.

C.6.3 The contractor shall submit meeting minutes in accordance with CDRL A007.

C.7.0 SECURITY

C.7.1 The contractor shall provide physical security protection for all Government furnished equipment, test equipment, vehicles or vehicle components in accordance with the requirements found in the following Army Regulations (AR):

AR 190-11, Physical Security of Arms, Ammunition, and Explosives

AR 190-13, The Army Physical Security Program

AR 190-51, Risk Analysis for Army Property

C.8.0 STORAGE OF VEHICLES

C.8.1 The contractor shall store the LAV vehicles in a covered area or under a tarp to prevent weather or water damage from occurring to the vehicles.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

SECTION D. PACKAGING AND MARKING

D.1.0 PREPARATION FOR SHIPMENT OF VEHICLES

D.1.1 Each vehicle shall be preserved and protected for delivery in accordance with the ASTM D 3951 best commercial practices, which must be sufficient to meet the requirements of the common carrier, as applicable. The preservation procedures shall ensure drive-on and drive-off capability for each vehicle utilizing a removable goose neck trailer.

D.1.2 The Master Power Switch shall be set to the "off" position when all activities requiring electric power have been completed.

D.1.3 Secure all vehicle entry openings from within the vehicle. Driver's hatch shall be secured with a key-operated padlock, with key accompanying vehicle to destination. Secure the fuel filler cap(s) with serialized cable seal lock(s).

D.2.0 ITEM UNIQUE IDENTIFICATION (IUID)

D.2.1 The contractor shall provide one set of tags (one for each piece or type of equipment) prior to application and registration for validation by Program Management Office Light Armored Vehicles (PMO LAV) in accordance with CDRL A008. The set of tags will be scanned and verified by PMO-LAV during a status meeting prior to installation onto the part.

D.2.2 The contractor shall provide PMO LAV with a copy of the IUID data which it submits to Wide Area Work Flow (WAWF). Access will be granted to the contractor by PMO LAV once data is ready for input. Also, an Excel Spreadsheet with the same data shall be provided as a deliverable in accordance with IUID Implementation Plan CDRL A008.

D.2.3 The Unique Item Identifier (UII) pedigree data will be: Concatenated UII, Nomenclature, Part Number, and Acquisition Cost, at a minimum, and will be included in the IUID registry.

*** END OF NARRATIVE D0001 ***

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-2	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: _____
(Name) (CAGE)

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

ACCEPTANCE POINT: _____
(Name) (CAGE)

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

[End of Clause]

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012

SECTION F. DELIVERIES OR PERFORMANCE

F.1.0 GFE Vehicle Schedule. The Government will furnish 14 vehicles for contract performance per the following schedule:

90 days after contract award - 2 vehicles
120 days after contract award - 2 vehicles
150 days after contract award - 2 vehicles
180 days after contract award - 2 vehicles
210 days after contract award - 2 vehicles
240 days after contract award - 2 vehicles
270 days after contract award - 2 vehicles

The Government will accelerate vehicle delivery to the contractor at no additional cost to the Government.

F.1.1 Government Furnished Equipment (Attachment 004) Schedule.

The Government will furnish all GFE items, other than the vehicles, 90 days after contract award.

*** END OF NARRATIVE F0001 ***

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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

- "Combo" is entered if the award is for supplies or supplies and services are being delivered.
- "2inl" 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]

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

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

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

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

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

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-12	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-18	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-20	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-21	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-25	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-27	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-28	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-29	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-30	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-31	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-32	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-34	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-36	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-41	52.232-25	PROMPT PAYMENT	OCT/2008
I-42	52.233-1	DISPUTES	JUL/2002
I-43	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-44	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-45	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-46	52.242-13	BANKRUPTCY	JUL/1995
I-47	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-48	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-49	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-50	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-51	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-53	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-54	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-55	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-56	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991

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I-57	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-58	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-59	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-60	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-61	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-62	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-63	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-64	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-65	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2012
I-66	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-67	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAR/2011
I-68	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-69	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-70	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-71	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-72	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-73	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-74	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-75	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-76	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-77	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-78	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-79	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-80	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-81	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days.

(End of Clause)

I-82 52.219-17 SECTION 8(a) AWARD DEC/1996

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Department of the Army the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Army Contracting Command - Warren Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the Disputes clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the

Name of Offeror or Contractor:

requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Army Contracting Command - Warren.

(End of Clause)

I-83 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS JUN/2003

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBAs 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The -1- will notify the -2- Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

I-84 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

I-85 52.232-16 PROGRESS PAYMENTS APR/2012

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

Name of Offeror or Contractor:

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractors total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

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

(ii) Ordinarily within 30 days of the submission of the Contractors payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans 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 total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractors --

Name of Offeror or Contractor:

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officers approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officers advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

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(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

(i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

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(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if --

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Governments right to require delivery of the property to the Government if--

- (A) The Contractor defaults; or
- (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a

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proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinitedelivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

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52.232-32

PERFORMANCE-BASED PAYMENTS

APR/2012

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contracts description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractors request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractors --

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(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) Property, as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officers approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officers advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractors records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractors records and to examine and verify the Contractors performance of this contract for administration of this clause.

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(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Governments rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractors request for performance-based payment. The Contractors request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contracts description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractors certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Governments title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

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"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	-3-
Issue By DoDAAC	-4-
Admin DoDAAC	-5-
Inspect By DoDAAC	-6-
Ship To Code	-7-
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-11-
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

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(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

-17-

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

I-88 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-89 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2012

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

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

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

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

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the following:

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

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

(3) For long-term contracts

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

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

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

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

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

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

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

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

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

(End of clause)

I-90 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV AUG/2012
 (DEV 2012- 2012-00014)
 00014)

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

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

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

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

(End of clause)

I-91 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-92 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

I-93 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. Classified information shall be handled in full accordance with the appropriate security requirements.

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

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

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

[End of Clause]

I-94 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) A001 THROUGH A010			
Attachment 0001	LAV-C2A2 UPGRADE TECHNICAL DATA PACKAGE (TDP)			
Attachment 0002	LAV-C2A2 ACCEPTANCE TEST PLAN (ATP) PROCEDURES			
Attachment 0003	TECHNICAL MANUALS (TM)			
Attachment 0004	GOVERNMENT FURNISHED EQUIPMENT (GFE)			
Attachment 0005	GFE DEFICIENCY FORM AND CHECKLIST			
Attachment 0006	FINAL INSPECTION REPORT (FIR)			
Attachment 0007	RELEVANCE MATRIX			
Attachment 0008	PRICING MATRIX			

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
K-2	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP/2010
K-3	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-4	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-5	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-6	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-7	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-8	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-9	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-10	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-11	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) -- ALTERNATE I (APR 2011)	APR/2011

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811219

(2) The small business size standard is 500.

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

(b) Representations.

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

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

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

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

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

(ii) It ___ is,
___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

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

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

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

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

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

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

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

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

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

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

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

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

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

___ Individual/concern, other than one of the preceding.

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

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

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

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

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of Provision)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any

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consultation, communication, or agreement with any other offeror or competitor relating to --

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

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

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

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

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

(2)

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

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

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

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

(End of Provision)

K-13

52.209-5

CERTIFICATION REGARDING RESPONSIBILITY MATTERS

APR/2010

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

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

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

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

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

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

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

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not

Name of Offeror or Contractor:

finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) Examples.

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

K-15 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
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(End of Provision)

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

The offeror represents that --

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

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

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

(End of Provision)

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

The offeror represents that

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

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

(End of Provision)

K-18 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-2	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-3	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-4	252.215-7008	ONLY ONE OFFER	JUN/2012
L-5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-7	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -TACOM LCMC, ATTN: CCTA (Army Contracting Command - Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd. Warren, MI 48397-5000).

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

(End of Provision)

L-8	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

L-9	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

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

(End of clause)

Name of Offeror or Contractor:**L.1 SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L.1.1 General Proposal Information. The proposal, subject to the Submission, Modification, Revision and Withdrawal, paragraph of Instructions to Offeror (s) Competitive Acquisition (52.215-1) contained in Section L of the solicitation, shall be submitted in the format and quantities set forth below. Section M of the solicitation sets forth the evaluation criteria and delineates the factors to be evaluated and their relative order of importance. The Offerors proposal, as specified by this section shall be evaluated as set forth in Section M of this solicitation. The proposal shall be presented in sufficient detail to allow Government evaluation of its response to the requirements of the solicitation. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an Offerors responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the solicitation requirements to allow for a meaningful review. The Government does not assume the duty to search for data to cure problems we find in the proposal.

L.1.2 Proposal Submission Procedures. Proposals shall be submitted through the Army Single Face to Industry (ASFI) Bid Response System in accordance with the instructions at <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>. Proposal submissions are due at the date and time set forth in the solicitation. No hard copies or email proposals will be accepted.

L.1.3 The Offerors proposal shall be submitted in three separate volumes as set forth below. All proposal information must be in the English language. Font size must be no smaller than 10 point with margins no less than 1 inch (top, bottom, left and right) excluding headers, footers, and page numbers. Each volume shall have numbered pages and include a (i) title page (ii) table of contents (iii) list of tables and figures. Offerors are not authorized to include in the proposal, citations for, or linkages to websites. A Proposal Executive Summary or transmittal letter is optional and will not be considered as part of the responses called for in the proposal volumes required below, unless referenced therein. If a Proposal Executive Summary or transmittal letter is submitted, it must be as a separate volume from the volumes set forth below and it is recommended to be no more than five pages.

Volume 1 - Experience Factor Volume (L.2)

Volume 2 - Price Factor Volume (L.3)

Volume 3 - Proposal Terms and Conditions Volume (L.4)

L.1.4 All or None. Offers in response to this solicitation must be submitted for all the requirements identified in the solicitation. Offers submitted for less than all the requirements called for by this solicitation may be rejected.

L.2 Volume 1 Experience Volume

The Offerors Experience proposal shall include the following:

L.2.1 The Offeror shall identify a grand total of no more than five contracts, delivery or task orders, as performed by the Offeror itself or by the Offerors proposed material or service suppliers or subcontractors, which are the most recent and relevant to the scopes of work specified below in paragraphs L.2.3.1-L.2.3.3 below.

L.2.2 Recent Contracts. Recent contracts or orders are those performed within approximately three years of the date of issuance of this RFP.

L.2.3 Relevant Contracts. Relevant contracts, orders or work directives are those which, as described below, are comparable in scope to RFP requirements. Where prior relevant experience is under a broader Blanket Purchase Agreement (BPA) or Indefinite Delivery Indefinite Quantity (IDIQ)-type contract, do not just cite the broader BPA or IDIQ Contract. Rather, include the specific individual work directives or task orders which you consider to be reflective of relevant prior experience. In accordance with section L.2.1 above, each contract or order identified by the Offeror as being applicable, shall be evaluated based upon the extent to which prior experience is relevant to RFP requirements. A single contract may be applicable to multiple requirements under L.2.3.1 through L.2.3.3.

Specifically, the extent of relevant experience will be assessed by the Government based on the following requirements:

L.2.3.1 Experience manufacturing in accordance with a Government Technical Data Package (TDP). For the purposes of this evaluation, "Manufacturing in accordance with a Government Technical Data Package" involves translating the TDP's over-arching requirements into manufacturing ready instructions, to specifically include detailed shop floor instructions for each production operation, such as fabrication, assembly and test of the TDP item.

L.2.3.2 Experience supplying data and communication cables, in accordance with a Government TDP, which are of a complexity comparable to the following cables which are required by the LAV-C2A2 Upgrade TDP:

- * NETWORK, 03002A1565-1 (CABLE ASSY, RIU ETHERNET BUS 1)
- * RF (Radio Frequency), 03002A1701-1, (CABLE ASSY, RF-7)

L.2.3.3 Experience welding to requirements of a complexity comparable to the following:

Name of Offeror or Contractor:

1. Ground Combat Vehicle Welding Code - Steel (12479550)
 - a. MIL-DTL-46100E (ARMOR PLATE, STEEL, WROUGHT, HIGH-HARDNESS) or,
 - b. CMS 18 (utilize MIL-DTL-46100E)

2. COMBAT-VEHICLES AND FOR AMMUNITION TESTING "RHA-Rolled Homogeneous Armor"
 - a. MIL-DTL-12560H (ARMOR PLATE, STEEL, WROUGHT, HOMOGENEOUS) or,
 - b. CMS 19 (utilize MIL-DTL-12560J)

The GROUND COMBAT VEHICLE WELDING CODES can be found at: http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm

L.2.4 For each of the up to five recent and relevant contracts, orders, or work directives identified the Offeror shall provide the following:

- (a) Contract Number
- (b) Contract type
- (c) Contract performance period
- (d) Government or commercial contracting activity address, telephone number, and E-mail address
- (e) Procuring Contracting Officer's (PCO's) name, telephone number and E-mail address
- (f) Administrative Contracting Officer's (ACO's) name, telephone number and E-Mail address
- (g) Government or commercial contracting activity technical representative, or COR, name, telephone number and E-mail address
- (h) Copies of all Scope of Work paragraphs of the contracts or orders reflecting Experience which is relevant to the relevance considerations cited above in section L.2.
- (i) A discussion of specific similarities between these contract scopes of work and the scope in Section C of this solicitation.

Failure to provide the information requested under paragraph L.2.4, so that the Government can evaluate the recency and relevance of claimed experience may result in an assessment that prior experience lacks relevance or recency.

L.2.5 Cross-Reference Matrix: The Offeror shall also complete the matrix at Attachment 0007 Relevancy Matrix for Experience of this solicitation. The offeror shall include the Relevancy Matrix for Experience in the Experience Volume. The matrix identifies the experience considerations in the first row. The offeror shall list each of the up to five prior contracts or orders in the left margin of each chart. These contracts should match the types of experience the Government will be using for evaluation purposes. The offeror shall identify recent and relevant contracts under the Experience factor, through placement of a Very Relevant, Relevant, Somewhat Relevant or Not Relevant in the applicable matrix boxes.

L.3 Volume 2 - Price Volume

L.3.1 The Offeror shall provide all proposed prices in Attachment 0008 Pricing Matrix under the Summary tab and include Attachment 0008 in the Price Volume. DO NOT INSERT ANY PRICES INTO SECTION B of this solicitation. With the proposal, the Offeror shall include the completed electronic version of Attachment 0008 in Microsoft Excel, with all the original formulas still embedded in the file. The Price Volume shall also include all information below:

L.3.2 The Offeror shall provide a basis for establishing the proposed prices, including verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspections. Address significant factors accounting for price difference for future contract years. Any escalation proposed throughout the contract performance shall be identified in a narrative and explained. Identify assumptions made in determining the basis for escalation rates in the out years. The above information is intended to establish the reasonableness of the Offerors proposed prices.

L.3.3 Exchange Rate Information. In accordance with Submission of Offers in U.S. Currency (FAR Clause 52.214-35), all price information shall be stated in United States (U.S.) dollars only, for both the prime contractor and any potential subcontractors. The Offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.

L.3.4 In support of the Price Reasonableness determination, the Offeror shall provide the following information on a per unit basis for all 14 LAV-C2A2 Vehicle Upgrades:

- a) Direct Material Cost

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0017	Page 43 of 47 MOD/AMD
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Name of Offeror or Contractor:

b) Direct Labor

L.3.4.1 Direct Material Cost. The Offeror shall provide the direct material cost breakdown on a per unit basis for the items as listed in Attachment 0008 Pricing Matrix under the Direct Material tab.

L.3.4.2 Direct Labor

The Offeror shall provide the below direct labor information on a per unit basis for CLIN 0001.

a) Direct Labor Hours. The Offeror shall include the total proposed direct labor hours and direct labor hours broken down by proposed labor category.

b) Direct Labor Rates. The Offeror shall include the proposed direct labor rate for each proposed labor hour category.

c) Direct Labor Cost. (Total dollar amount for wages and salaries only, with no fringe benefits or overhead).

L.3.5 In addition to the above information, the Government reserves the right, as a clarification under FAR 15.306(a), Clarifications and award without discussions, to request additional or more detailed price breakdown data to support its determination of price reasonableness.

L.4 Volume 3 - Proposal Terms and Conditions Volume

In this volume, the Offeror shall provide:

L.4.1 A scanned image of a signed copy of SF33 cover page signed by a person authorized to sign proposals on behalf of the Offeror, including all signed copies of amendments to the solicitation. Contractor fill-in blocks on the SF 33 include blocks 12, 13, 15A, 15B, 15C, 16, 17, and 18.

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

L.4.3 An affirmative statement specifying agreement with all requirements, terms, conditions and provisions included in the solicitation or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection.

L.4.4 Offerors shall include documentation that they have a Facility Clearance (FCL) (Secret or above) and an Electronic Key Management System (EKMS) account for the receipt and storage of communication devices.

L.5 Organizational Conflict of Interest (OCI)

L.5.1 The provisions of FAR 9.5, Organizational and Consultant Conflicts of Interest (OCCOI), apply to any award under this solicitation. Potential Offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor or subcontractor and as a Government support contractor for Government offices involved in LAV-C2A2 or related programs.

L.5.2 Offerors should disclose any potential OCCOI situations to the Contracting Officer as soon as identified, including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate or obviate the conflict. Mitigation is considered only if it is not practical to negate or obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

*** END OF NARRATIVE L0001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
--	------------------------	--------------	-------------

M-1	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

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

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

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

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

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

[End of Provision]

M.1 Basis of Award

M.1.1 The Government intends to award one firm fixed price contract for LAV Command and Control Upgrades as a result of this solicitation. The evaluation of proposals submitted in response to this solicitation will be conducted on a Best Value basis using Source Selection Trade-Off Procedures. The tradeoff evaluation will weigh the merits in Experience against the evaluated Price.

There are two evaluation factors:

- a) Experience
- b) Price

The relative order of importance of these factors is described in paragraph M.1.10 below.

M.1.1.1 Requirement for Facility Clearance (SECRET) and Electronic Key Management System account. To be considered for award, Offerors must have a SECRET Facility Clearance (FCL) and an Electronic Key Management System (EKMS) account. Offerors without a FCL and EKMS account will not be able to receive the radios required for the performance of the contract and therefore, are ineligible for award.

M.1.2 Importance of Price. The best value to the Government may not be the Offeror with the lowest evaluated price. However, the closer the Offerors evaluations are in those factors other than price, the more important price becomes in the decision. Notwithstanding the relative order of importance of the two evaluation factors stated herein, price may be controlling when:

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

M.1.3 Rejection of Offers. Offerors shall carefully read, understand, and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer in writing before the closing date of this solicitation. The circumstances that may lead to the rejection of a proposal are:

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

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

Name of Offeror or Contractor:

- 2) A proposal fails to provide any of the data and information required in Section L.
- 3) A proposal provides some data but omits significant material data and information required by Section L.
- 4) A proposal merely repeats the contract Scope of Work without elaboration.

b) The proposal reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the solicitations requirements because it is unrealistic in terms of technical or schedule commitments.

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

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

e) The proposal price is unreasonable or unaffordable.

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

M.1.4 Evaluation and Source Selection Process. Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this solicitation and against the solicitation requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

M.1.5 Source Selection Trade-off Process. This solicitation represents a best value acquisition using a source selection trade-off process. As such, the Source Selection Authority, in making the final source selection trade-off judgment, will weigh the merits of the non-price factors against the total evaluated price in arriving at the final source selection process. As part of the best value determination, the relative strengths and weaknesses and risks of each Offeror's proposal in the non-price factors as well as the total evaluated price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated price.

M.1.6 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Best Value Offeror for contract award.

M.1.7 Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation.

M.1.8 Award without Discussions. In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offerors initial proposal should contain the Offerors best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.1.9 Determination of Responsibility. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their Significant Subcontractors) to aid the PCO in the evaluation of each Offerors proposal and ensure that a selected contractor is responsible. No award can be made to an Offeror who has been determined non-responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

a) Arrange a visit to your plant and perform a necessary Pre-Award Survey, or

b) Ask you to provide technical, production, quality, financial and managerial background information. If you do not provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

M.2 Evaluation Criteria. There are two evaluation factors:

Name of Offeror or Contractor:

- a) Experience
- b) Price

To determine the best value, the order of importance for the above factors is as follows: The Experience Factor is more important than the Price Factor.

M.2.1 Experience Factor

M.2.1.1 The Government will assess the expectation that the offeror will successfully perform the required effort. This assessment will result in the application of an Adjectival Rating which will be based upon the extent to which recent prior experience, within the last 3 years and as depicted in the Relevancy Matrix For Experience (Attachment 0007), is relevant to the following solicitation requirements:

M.2.2.1 Experience manufacturing in accordance with a Government Technical Data Package (TDP). For the purposes of this evaluation, "Manufacturing in accordance with a Government Technical Data Package" involves translating the TDP's over-arching requirements into manufacturing ready instructions, to specifically include detailed shop floor instructions for each production operation, such as fabrication, assembly and test of the TDP item.

M.2.2.2 Experience supplying data and communication cables, in accordance with a Government TDP, which are of a complexity comparable to the following cables which are required by the LAV-C2A2 Upgrade TDP:

- * NETWORK, 03002A1565-1 (CABLE ASSY, RIU ETHERNET BUS 1)
- * RF (Radio Frequency), 03002A1701-1, (CABLE ASSY, RF-7)

M.2.2.3 Experience welding to requirements of a complexity comparable to the following:

1. Ground Combat Vehicle Welding Code - Steel (12479550)
 - a. MIL-DTL-46100E (ARMOR PLATE, STEEL, WROUGHT, HIGH-HARDNESS) or,
 - b. CMS 18 (utilize MIL-DTL-46100E)
2. COMBAT-VEHICLES AND FOR AMMUNITION TESTING "RHA-Rolled Homogeneous Armor"
 - a. MIL-DTL-12560H (ARMOR PLATE, STEEL, WROUGHT, HOMOGENEOUS) or,
 - b. CMS 19 (utilize MIL-DTL-12560J)

The GROUND COMBAT VEHICLE WELDING CODES can be found at: http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm

M.2.2.4 Even where the offeror's proposal identifies experience for either itself or any subcontractor, the Government will consider whether the benefits of this experience will ever be employed or realized should the offeror subsequently be awarded a contract. Accordingly, any prime or subcontractor experience which is identified in the offeror's Experience Factor proposal, but the offeror's proposal under the Price Factor does not clearly support that this experience is intended to be used by the offeror during contract performance, will be discounted in whole or in part.

M.2.3 Price Factor

M.2.3.1 The Price Factor will assess the total evaluated price to the Government. This evaluation will include an assessment of the reasonableness of the proposed prices to accomplish the solicitation requirements. Reasonableness exists when an offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not realistic, or not reasonable, as to price.

M.2.3.2 The total evaluated price will be used in the trade-off evaluation. The total evaluated price shall include an assessment of the total price of all CLINS listed in Attachment 0008, Summary tab. Vehicles will be shipped to the following location upon completion.

DODAAC: MMSA01
TRAFFIC MANAGEMENT OFFICER
MCLB BLDG 1221 DR 20
MF FSD STOR MAINTBR WHSE 1231 DR 11
ALBANY, GA 31704-5000

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 47 of 47****PIIN/SIIN** W56HZV-13-R-0017**MOD/AMD**

Name of Offeror or Contractor:

*** END OF NARRATIVE M0001 ***

EXHIBIT A CONTRACT DATA REQUIREMENT LIST (CDRL)
CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for retrieving instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0003
B. EXHIBIT.....: A
C. CATEGORY.....:
D. SYSTEM/ITEM.....:
E. CONTRACT NO.....:
F. CONTRACTOR.....:
1. DATA ITEM NO.....:A001
2. TITLE OF DATA ITEM... Initial Limited Technical Inspection (LTI)
3. SUBTITLE.....:
4. AUTHORITY.....: Contractors Format
5. CONTRACT REFERENCES...:C.2.1
6. REQUIRING OFFICE.....:CCTA-AIM-B 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: See Block 16
7. DD250 REQ.....:NO 10. FREQUENCY: See Block 16 13. DATE OF SUBS. SUB:
8. APP CODE.....: 11. AS OF DATE: See Block 16
14. DISTRIBUTION A. ADDRESSES B. COPIES: DRAFT: FINAL
John Polanco mailto:john.a.polanco.civ@mail.mil 1 1 1
Lisa Durbin mailto:lisa.m.durbin.civ@mail.mil 1
Cognizant ACO and PCO 1
15. TOTAL: 3
16. REMARKS: NLT five days after receipt of the Government furnished vehicle(s), the contractor shall perform an Initial Limited Technical Inspection (LTI) to validate the condition of the vehicles. The contractor shall list any deficiencies or discrepancies and submit the LTI Inspection form, located within the TM-08594C-20/4 Limited Technical Inspection (LTI), electronically within 5 working days of the inspection.
17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.: 0003
B. EXHIBIT.....: A
C. CATEGORY.....:
D. SYSTEM/ITEM.....:
E. CONTRACT NO.....:
F. CONTRACTOR.....:
1. DATA ITEM NO.....:A002
2. TITLE OF DATA ITEM...GFE DEFICIENCY FORM
3. SUBTITLE.....:
4. AUTHORITY.....: Contractors Format
5. CONTRACT REFERENCES...:C.2.2
6. REQUIRING OFFICE.....:CCTA-AIM-B 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: See Block 16
7. DD250 REQ.....:NO 10. FREQUENCY: See Block 16 13. DATE OF SUBS. SUB:
8. APP CODE.....: 11. AS OF DATE: See Block 16
14. DISTRIBUTION A. ADDRESSES B. COPIES: DRAFT: FINAL
John Polanco mailto:john.a.polanco.civ@mail.mil 1 1
Lisa Durbin mailto:lisa.m.durbin.civ@mail.mil 1
Cognizant ACO and PCO 1
15. TOTAL: 3
16. REMARKS: ATTACHMENT 0005: GOVERNMENT FURNISHED EQUIPMENT (GFE) DEFICIENCY FORM. The contractor shall submit a GFE Deficiency Form

within two working days of the discovery of deficient GFE.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.: 0003
 B. EXHIBIT.....: A
 C. CATEGORY.....:
 D. SYSTEM/ITEM.....:
 E. CONTRACT NO.....:
 F. CONTRACTOR.....:

1. DATA ITEM NO.....:A003
 2. TITLE OF DATA ITEM...: Final Limited Technical Inspection (LTI)
 3. SUBTITLE.....:
 4. AUTHORITY.....: Contractors Format
 5. CONTRACT REFERENCES...:C.5.2
 6. REQUIRING OFFICE.....:CCTA-AIM-B 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: See Block 16
 7. DD250 REQ.....:NO 10. FREQUENCY: See Block 16 13. DATE OF SUBS. SUB:
 8. APP CODE.....: 11. AS OF DATE: See Block 16

14. DISTRIBUTION	A. ADDRESSES	B. COPIES:	DRAFT:	FINAL
John Polanco	mailto:john.a.polanco.civ@mail.mil		1	1
Lisa Durbin	mailto:lisa.m.durbin.civ@mail.mil			1
Cognizant ACO and PCO			1	
15. TOTAL:		3		

16. REMARKS: The contractor shall perform a Final Limited Technical Inspection (LTI) to validate the condition of the vehicles prior to Government acceptance of the vehicle. The contractor shall list any deficiencies or discrepancies and submit the LTI Inspection form, located within the TM-08594C-20/4 Limited Technical Inspection (LTI), electronically within five working days prior to vehicle sell-off.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.: 0003
 B. EXHIBIT.....: A
 C. CATEGORY.....:
 D. SYSTEM/ITEM.....:
 E. CONTRACT NO.....:
 F. CONTRACTOR.....:

1. DATA ITEM NO.....: A004
 2. TITLE OF DATA ITEM..: Integrated Master Plan (IMP)
 3. SUBTITLE.....:
 4. AUTHORITY.....: Contractors Format
 5. CONTRACT REFERENCES...:C.5.4
 6. REQUIRING OFFICE.....:CCTA-AIM-B 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: See Block 16
 7. DD250 REQ.....:NO 10. FREQUENCY: See Block 16 13. DATE OF SUBS. SUB:
 8. APP CODE.....: 11. AS OF DATE: See Block 16

14. DISTRIBUTION	A. ADDRESSES	B. COPIES:	DRAFT:	FINAL
John Polanco	mailto:john.a.polanco.civ@mail.mil		1	1
Lisa Durbin	mailto:lisa.m.durbin.civ@mail.mil			1
Cognizant ACO and PCO			1	
15. TOTAL:		3		

16. REMARKS: The initial IMP shall be submitted to the Government at the start of work meeting. The contractor shall be responsible for any and all updates to the IMP as required throughout the performance of the contract. The IMP shall be submitted to the Government electronically in Microsoft Word format. Reference DID DI- MGMT-80004 for information purposes only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.: 0003
B. EXHIBIT.....: A
C. CATEGORY.....:

D. SYSTEM/ITEM.....:
E. CONTRACT NO.....:
F. CONTRACTOR.....:

1. DATA ITEM NO.....: A005
2. TITLE OF DATA ITEM.: Integrated Master Schedule (IMS)
3. SUBTITLE.....:
4. AUTHORITY.....: Contractors Format
5. CONTRACT REFERENCES...:C.5.4
6. REQUIRING OFFICE.....:CCTA-AIM-B 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: See Block 16
7. DD250 REQ.....:NO 10. FREQUENCY: See Block 16 13. DATE OF SUBS. SUB:
8. APP CODE.....: 11. AS OF DATE: See Block 16

14. DISTRIBUTION	A. ADDRESSES	B. COPIES:	DRAFT:	FINAL
	John Polanco mailto:john.a.polanco.civ@mail.mil		1	1
	Lisa Durbin mailto:lisa.m.durbin.civ@mail.mil			1
	Cognizant ACO and PCO		1	

15. TOTAL: 3

16. REMARKS: The initial IMS shall be submitted to the Government at the start of work meeting. The contractor shall be responsible for any and all updates to the IMS as required throughout the performance of the contract. The IMS shall be submitted to the Government electronically in Microsoft Project format. Reference DID DI- MGMT-81650 for information purposes only.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.: 0003
B. EXHIBIT.....: A
C. CATEGORY.....:

D. SYSTEM/ITEM.....:
E. CONTRACT NO.....:
F. CONTRACTOR.....:

1. DATA ITEM NO.....:A006
2. TITLE OF DATA ITEM...MEETING AGENDA
3. SUBTITLE.....:
4. AUTHORITY.....: DI-ADMN-81249A
5. CONTRACT REFERENCES...:C.6.2
6. REQUIRING OFFICE.....:CCTA-AIM-B 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: See Block 16
7. DD250 REQ.....:NO 10. FREQUENCY: See Block 16 13. DATE OF SUBS. SUB:
8. APP CODE.....: 11. AS OF DATE: See Block 16

14. DISTRIBUTION	A. ADDRESSES	B. COPIES:	DRAFT:	FINAL
	John Polanco mailto:john.a.polanco.civ@mail.mil		1	1
	Lisa Durbin mailto:lisa.m.durbin.civ@mail.mil			1
	Cognizant ACO and PCO		1	

15. TOTAL: 3

16. REMARKS: The Agenda for the Start of Work meeting shall be submitted electronically to the Government within 10 working days prior to the meeting.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.: 0003
B. EXHIBIT.....: A
C. CATEGORY.....:
D. SYSTEM/ITEM.....:
E. CONTRACT NO.....:
F. CONTRACTOR.....:
1. DATA ITEM NO.....:A007
2. TITLE OF DATA ITEM... Meeting Minutes
3. SUBTITLE.....:
4. AUTHORITY.....: DI-ADMN-81505
5. CONTRACT REFERENCES...:C.6.3
6. REQUIRING OFFICE.....:CCTA-AIM-B 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: See Block 16
7. DD250 REQ.....:NO 10. FREQUENCY: See Block 16 13. DATE OF SUBS. SUB:
8. APP CODE.....: 11. AS OF DATE: See Block 16
14. DISTRIBUTION A. ADDRESSES B. COPIES: DRAFT: FINAL
John Polanco mailto:john.a.polanco.civ@mail.mil 1 1 1
Lisa Durbin mailto:lisa.m.durbin.civ@mail.mil 1
Cognizant ACO and PCO 1
15. TOTAL: 3

16. REMARKS: The contractor shall submit Meeting Minutes, including attendee list and action items, electronically to the Contact Officers Representative (COR) within 2 days after the meeting.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

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B. EXHIBIT.....: A
C. CATEGORY.....:
D. SYSTEM/ITEM.....:
E. CONTRACT NO.....:
F. CONTRACTOR.....:
1. DATA ITEM NO.....: A008
2. TITLE OF DATA ITEM...Item Unique Identification (IUID) Implementation Plan
3. SUBTITLE.....:
4. AUTHORITY.....: DI-MGMT-81803
5. CONTRACT REFERENCES...: D.2.1 and D.2.2
6. REQUIRING OFFICE.....:CCTA-AIM-B 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: See Block 16
7. DD250 REQ.....:NO 10. FREQUENCY: See Block 16 13. DATE OF SUBS. SUB:
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John Polanco mailto:john.a.polanco.civ@mail.mil 1 1
Lisa Durbin mailto:lisa.m.durbin.civ@mail.mil 1
Cognizant ACO and PCO 1
15. TOTAL: 3

16. REMARKS: The contactor shall submit the IUID Implementation Plan as well as a set of IUID tags for validation in accordance with DID-MGMT-81803 no later than the 30 days prior to the start of production.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE

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F. CONTRACTOR.....:

Attachment 0001: LAV-C2A2 Upgrade Technical Data Package (TDP) is available on website.

Attachment 0002: LAV-C2A2 Acceptance Test Plan (ATP) Procedures is available on website.

Attachment 0003: Technical Manuals (TM) is available on website.

TYPE	NOMENCLATURE	PART NUMBER	NSN	PER PLATFORM	TOTAL QTY REQUIRED
SATCOM Modem	VDC-500	51-007685-0001		1	14
TOCNET Intercom System	EMCSU	5459100-001	5895-01-544-0671	1	14
	CREW Access Unit (CAU)	5402300-001	5830-01-584-7215	7	98
	Desktop CAUs with Stands w/AC Power & Cable Assy	5402800-001	5830-01-597-3067	2	28
HF	Power Amplifier (VAU)	10540-0700-02	5820-01-551-3123	1	14
	Ancillary Kit (RF-5073VM) Shock Mount	12006-5223-01	5975-01-429-4953	1	14
	Antenna Coupler			1	14
	Antenna 35' High Volt w/boot			1	14
	Tilt Whip Adapter (item 13)			1	14
VHF	USMC Multiband Vehicular Kit	10513-0020-01	5975-01-582-3088	4	56
	VAU Kit, USMC MBR, MB/VHF&UHF			4	56
	Cable Assy, R/T Whip to			4	56
	Cable Assy, R/T Whip to			4	56
UHF & SATCOM	Transceiver Pwr Unit (Battery Eliminator)	ABP-AC/DC/BT-TR-1	6130-01-493-6643	2	28
	Radio Shock Mount	RF-5870-VM001	5975-01-516-7373	2	28
SATCOM Antenna	SATCOM Antenna OS302	307277-500	5985-01-537-6441	1	14
	SATCOM HP/LNA(Power Amp)	307241-501	5996-01-592-4339	1	14
UHF LOS Antenna	RF-3184 Antenna	RF-3184-AT320	5985-01-586-0313	1	14
	BASE			1	14
VHF/UHF Antenna	Chelton Multiband VHF/UHF	GD-2039		2	28
EPLRS	Shock Mount w/Grounding Strap MT6148	SM-E-912525	5340-01-167-8297	2	28
	Power Adapter (SPA)	4200D0176091		2	28
DAGR	GPS Antenna (RA2)	013-1981-020	5985-01-521-1775	1	14
	GPS Receiver Mount	27456ASSY 987-5006-004		1	14
Network	Router (DWG 03002A1556)	900-CCR2T-MIL		2	28
TEST SET	PRC-150	RT 1694	5820-01-492-3628	2	2
	EPLRS	RT 1720	5820-01-462-8411	2	2
	PRC-117	RT 1796 PRC	5820-01-521-0291	2	2
	VT MILTOPE LAPTOP	TSC 750M	7010-01-C03-5817	2	2

Attachment 0005: GFE Deficiency Form and Checklist is available on website.

Attachment 0006: Final Inspection Report (FIR) is available on website.

Attachment 0007: Relevance Matrix is available on website.

Attachment 0008: Pricing Matrix is available on website.