

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page of Pages</b> 1 32
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-13-R-0203	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2013MAR07	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HTM-S WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time 2013APR07 (Date).**

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

<b>10. For Information Call:</b>	<b>A. Name</b> HELEN H. SMITH	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> HELEN.H.SMITH@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-6359	<b>Ext.</b>

**11. Table Of Contents**

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

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

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

<b>13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)</b>	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
-----------------------------------------------------------------------------	-----------------------------------------------	-----------------------------------------------	-----------------------------------------------	--------------------------------------------

<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

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

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

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>
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<b>22. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b>	<b>Item</b> 25
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
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<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>
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**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Executive Summary  
 Air Force MaxxPro Base Vehicle Integrations (Navistar Defense)  
 Solicitation W56HZV-13-R-0203

This Executive Summary is provided as a synopsis of important and relevant features in this Solicitation. If a conflict exists between this Executive Summary and the provisions of this solicitation, the provisions of the solicitation govern.

INTRODUCTION

Requirement: Joint Program Office (JPO) Mine Resistant Ambush Protected (MRAP) Program herein has a requirement for a new Firm Fixed Price contract (with a Firm-Fixed Price, Level of Effort component) for the integration of reset hulls, hardware upgrades and integration of the Long Wheel Base Rolling Chassis (LWBRC) with Independent Suspension System (ISS) onto 132 each MaxxPro Base vehicles to be performed by Navistar Defense (Navistar) located in West Point, MS. The hardware upgrades are comprised of: EFP Ready, Emergency Hatch, HVAC, AFES, Check 6, 120 Volt, Roxtec, PDC Armor, Safety Labels, CCU Fuse Box, Gunners Hatch Stop Bracket, Sparks A-Kit, Rear Storage Box, and Inclinometer upgrades.

COMPETITION

This is a sole source solicitation to Navistar Defense (Navistar) as prescribed in FAR 6.302-1 for fulfillment of the requirement.

DESCRIPTION

The proposed procurement is for additional 132 MaxxPro Base vehicle integration effort to continue beyond the initial 580 each LWBRC Integration effort contracted under W56HZV-12-C-0130 with Navistar. The Air Force Enduring Fleet requires the aforementioned integrations to meet mobility thresholds outlined in the MRAP FoV Capability Production Document (CPD) 1.1 issued in May 2009. The CPD specifically outlines the need for the MRAP FoV to be highly mobile for operations conducted in tightly packed urban terrain, rural agricultural areas and mountainous terrain. The LWBRC integration with ISS upgrade allows the MaxxPro Base platform to meet this capability.

The reset hull and hardware upgrades must be integrated onto the LWBRC with ISS to successfully complete integration. The reset hull will be delivered to Navistars West Point Assembly (NWP) where a companion kit will be removed and the applicable LWBRC vehicle upgrades applied.

Government Furnished Property (GFP), including tooling, is currently located at Navistar's production facility in West Point, MS. This tooling includes two very large weld fixtures that rotate the entire capsule as well as a lift assist fixture for moving capsules within their plant. The transfer of this GFP from W56HZV-12-C-0130 to the new contract will be included in this action.

SUMMARY

This solicitation will result in an award of a Firm Fixed Price Fee contract (with a Firm-Fixed Price, Level of Effort component) for a total period of performance from date of contract award through 30 September 2013. The Government plans to negotiate solely with Navistar as the single service provider for this requirement.

\*\*\* 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>.

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(d) Requirements for the online ASFI bid submission:

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

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

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr= W56HZV13R0203](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0203)

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

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

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

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

(e) Note to offerors:

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

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

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

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

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

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

End of Provision

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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.

Also, contractors must ensure to include the purchase request number in the line item description. This number can be found under the line item description on the order/contract.

(Type of Invoice: If this contract calls for contractor submission of a Material Inspection and Receiving report by virtue of the inclusion of the clause at DFARS 252.246-7000, Material Inspection and Receiving Report, use a combo Invoice and Receiving Report. If this DFARS clause is NOT in the contract, use a two-in-one invoice as described in WAWF.)

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: (4NHK2)
- 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 WAWF system will prompt for additional e-mail submission after clicking Signature. The following additional e-mail submissions are required:

[dawn.m.vanhulle.civ@mail.mil](mailto:dawn.m.vanhulle.civ@mail.mil)

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 1-800-756-4571. 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]

A-3            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-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)

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- 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						
	<p>Estimated Hours: 3,432</p> <p>The proposed price for this CLIN shall include the price for all Contract Data Requirements List (CRDL) Deliverables.</p> <p>(End of narrative A001)</p>										
0002AA	<p><u>HULL REPAIR (FFP LOE)</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>Delivery Schedule: Date of contract award through 180 days after contract award with an expected date of first delivery to be NLT 01 July 2013. The contractor shall establish a schedule to deliver all vehicles by NLT 30 September 2013.</p> <p>(End of narrative F001)</p>				\$ _____						
0003	<p>OTHER DIRECT COSTS</p> <p>Refernce Section C Statement of Work: C.7.3</p> <p>Firm-Fixed Price</p> <p>(End of narrative A001)</p>										
0003AA	<p><u>OTHER DIRECT COSTS</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0180</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0180	1	LO		\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0180									

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0004	<p>Period of Performance: Date of contact award through 180 days after contract award</p> <p>(End of narrative F001)</p> <p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>Referenced in Section C clause 52.237-4000.</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0180</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0180	1	LT		\$ ** NSP **
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0180									
0005	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>The contractor shall prepare and deliver data submissions in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List, Saequence Numbers A001 - A006. The data items identified under this CLIN shall not be separately priced.</p> <p>(End of narrative A001)</p>										
A001	<p><u>GFE/GFM TRACKING LIST</u></p> <p>The contractor shall provide a GFE/GFM Tracking List IAW SOW Paragraph C.2.5.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DLVR SCH</u></td> <td><u>PERF COMPL</u></td> </tr> </table>	<u>DLVR SCH</u>	<u>PERF COMPL</u>	1	LO	\$	\$ ** NSP **				
<u>DLVR SCH</u>	<u>PERF COMPL</u>										



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p> <p><u>RRAD HULL ISSUES TRACKING LIST</u></p> <p>The contractor shall provide an RRAD Hull TrackingList IAW SOW Paragraph C.3.2.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____ ** NSP **
A006	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 SEE DD FORM 1423</p> <p><u>REGISTRATION NUMBERS / IUID REGISTRY</u></p> <p>The contractor shall provide a Registration Numbers / IUID Registry IAW SOW Paragraph C.6.</p> <p>(End of narrative B001)</p>	1	LO	\$ _____	\$ _____ ** NSP **

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B.1 Transfer of GFE from Previous Integration Effort: In order to complete the requirements of this effort, the contractor shall utilize the existing 120 hull shipping (transportation) skids and 2 weld fixtures from the original integration contract W56HZV-12-C-0130. Weld fixtures are currently located at the contractor's facility, and the hull shipping skids are located at the Red River Army Depot (RRAD).

B.2 At the completion of this effort, the contractor shall return all shipping (transportation) skids to the Red River Army Depot (RRAD).

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

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

LWBRC Integration Plan: Air Force Vehicles

C.1. Objective/Summary

These are changes / updates to the current contract W56HZV-12-C-0130

C.1.1 This Scope of Work outlines the integration effort of up to 132 MaxxPro hulls and hardware upgrades, listed in attachment B, onto the Long Wheel Base Rolling Chassis (LWBRC) with Independent Suspension System (ISS) to be performed by Navistar at their West Point Assembly Plant (WPAP). This vehicle upgrade shall occur in two stages; first, hull reset which shall be performed at Red River Army Depot (RRAD), followed by integration of the reset hull with the LWBRC at the Navistar Defense West Point Assembly Plant (WPAP). The contractor will receive a reset hull and companion kit from the Government. The hull received at WPAP will include a set list of completed Modified Work Orders (MWOs) and will be controlled by the RRAD Quality Assurance Inspection Program (QAIP), which itemizes Capability Insertions (CI), ECPs and/or MWOs (see Attachment A). Navistar shall perform vehicle upgrades as specified in Attachment B.

C.1.2 Integration of Reset Hull and LWBRC

The contractor shall be responsible to store the LWBRC and companion kit until reset hulls are received from RRAD. Once a hull is received, the contractors manufacturing facility shall remove the companion kit, mount the reset hull and apply the applicable vehicle upgrades as defined in Attachment B. Upon integration of the hull and LWBRC, the contractor shall present a MaxxPro hull with all specified vehicle upgrades installed to the United States Government (USG). DCMA will use a Chassis Installation Final Inspection Record (FIR) (Section C.3.3) to verify completed work at WPAP.

C.2. Production and Material

C.2.1 Installation: The contractor shall be responsible for defining its hull installation production process and how the vehicle upgrades in Attachment B will be installed.

C.2.2.1 Availability of hulls and USG hardware upgrade material (per Attachment B) will be facilitated by the USG. The USG is responsible for the shipment of hardware upgrade materials to WPAP before start of work required to support the chassis installation process. The USG will provide a two and a half (2.5) week minimum supply for material on hand to start the integration effort. The USG will also provide a one (1) week minimum material supply to be delivered to WPAP based on established delivery schedule. Shipment of hulls from RRAD to WPAP is the responsibility of the contractor.

C.2.2.2 Inventory of a one (1) week supply of MaxxPro hulls and associated USG supplied hardware upgrade material must be maintained during the length of the production build. (Production delay costs.)

C.2.3 Material Rework: The contractor must present any plans for rework of material off-site to the USG. The only rework identified is the aluminum applique panels for the EFP armor. These will have to be cut to accommodate for the EFP attachment bosses that are being welded to the hull. The contractor shall initiate the rework process with the assigned System Acquisition Manager (SAM). After rework has been identified the contractor will communicate the rework plan with the SAM in writing.

C.2.3.1 Material:

Any available material and hardware at DDRT will be leveraged for the additional work directives at Navistars installation facility. WPA reserves the right to refuse incoming GFE with concurrence of DCMA, including hulls, if the material is deemed unsuitable for use in the hull integration program. The Government will arrange and provide shipment of the material back to its origin at no cost to Navistar within 30 days of notification that it is unsuitable.

C.2.4 Vehicle Tracking: The contractor shall provide and update a Vehicle Tracking Spreadsheet outlining the specific vehicle upgrades that have been applied to each MaxxPro by registration number while the vehicle is at WPAP in accordance with CDRL A003.

C.2.5 Property Accountability: The contractor shall provide documentation for tracking and accounting for Government Furnished Equipment and Material (GFE & GFM). CDRL A001 will be submitted on a monthly basis and list the GFE and GFM in possession of Navistar at WPAP.

C.2.6 De-Mil Material that is removed from the hull during the integration effort and not re-used will be De-milled at WPAP. The De-milled material will be identified during the hull initial inspection at WPAP and during hardware upgrades. The inspection to determine De-mil materials will be a joint effort performed by WPAP personnel and DCMA quality assurance representatives within 30 days of parts being removed from the incoming hulls.

C.3. Quality Assurance

C.3.1 Quality Assurance Program Plan (QAPP): The contractor shall establish, implement, document and maintain a quality system that ensures conformance to contractual requirements. The contractor shall implement the requirements of ANSI/ASQC Q9001, ISO 9001 or an equivalent quality system model; no third party certification is required. The Contractor shall make its QAPP or Quality Manual (which ever document it has developed as required by its ANSI, ISO, or equivalent quality system development of a Government unique document is not required) available for Government review at its facility as required. The Contractor shall notify the Government when it updates

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its QAPP throughout the contract period of performance. CDRL A002 will be submitted at start of work to include the Quality Assurance Program Plan inclusive of the certifications referenced above.

C.3.2 USG Provided Material and Hull Condition: The incoming hull to WPAP will have been reset to an agreed upon (10/20-like) standard at RRAD. The USG will provide a copy of the standard to WPAP and DCMA at WPAP for proposal development and to be included as a guideline for the Chassis Installation Final Inspection Record (FIR). Any hull determined to require maintenance prior to shipment to WPAP will be executed by RRAD. Upon receipt of vehicles at WPAP, WPAP personnel will execute a receiving Limited Technical Inspection to validate that the hull has been reset to standard as outlined by the USG and will ascertain any damage resulting from shipping. If hulls received at WPAP are determined to be deficient from the agreed upon standard, then WPAP will notify DCMA. Once DCMA has reviewed and concurred that each specific hull issue found by WPAP should have been repaired prior to leaving RRAD, and then the issue will be noted on the RRAD Hull and GFE Issues Tracking List (CDRL A005). This tracking list will be available for review at any time from the data base for each hull through integration and any additional deficiencies discovered will be noted. Once the hull is integrated on the chassis, presented and sold to the USG as a completed vehicle, the issues noted on the RRAD Hull and GFE Issues Tracking List will be repaired. The repair work will be handled per C.7 of this SOW.

C.3.3 Chassis Installation FIR: A Chassis Installation FIR, CDRL A004, for final vehicle inspection shall be developed by the contractor and reviewed by JPO QAR in order to verify and validate the hull installation and associated hardware upgrades defined in Attachment B. If after inspections per the Chassis Installation FIR, the USG determines the vehicle is complete with chassis upgrade and hardware upgrades, a DD250 will be executed and the vehicle will be accepted. If additional work has been requested and agreed upon with the USG pursuant to Section C.7, WPAP will perform the additional work outside of the chassis installation line due to work related to a deficiency from the standard per a separate contract line item, as provided for in Section C.7. The additional work provided for in Section C.7 shall not delay or prohibit the contractor from completing cabin exchange and WD upgrades as outlined in this SOW.

C.3.4 Modified Government Furnished Property MRB (Material Review Board) process -

At the discretion of the contractor, (Navistar Defense) a modified MRB process may be used for Government Property (Materials) in which Navistar defense is considered the supplier of record (Prime) for said material. This process is also known as Controlled Substitution. This modified process will allow Navistar Defense to deviate from the standard FAR clause 52.245-1. This process will ONLY be used on Government Property originally furnished by the contractor that is considered non-conforming at the point of acceptance and will not apply to Government Property that has been damaged through battle damage, maintenance or general use of the vehicle. Navistar Defense is allowed to make arrangements internally and/or with its suppliers to obtain product and replace or repair suspect or non-conforming product as part of the hull integration process. Verification of the repaired or replaced product will be performed via the normal in-process inspection plan and the approved FIR acceptance process, this MRB process will only be triggered with COR and / or JPO quality approval. Product that is replaced as a part of this controlled substitution process will be dispositioned in accordance with 52.245-1.

C.4. Transportation

C.4.1 GFE Transportation: The USG will coordinate shipment of all GFM and GFE except for the vehicle hulls. The GFE hulls shall be transported on fixtures by the contractor from RRAD to WPAP.

C.4.2 Transportation Fixture: The USG may be required to purchase additional transportation skids under this contract in lot sizes of 25 each. These additional skids will be of the same design and materials as the skids produced under contract W56HZV-12-C-0130. Inspection and Acceptance of the skids will be performed by the Contracting Officer and will be by consensus of PM Quality and program personnel as to the usability of the skid for its intended purpose. The skids being used for this contract may require repair as a result of wear or damage. The labor to repair the skids will be captured under the USG directed labor CLIN. The ODC CLIN will provide funding for material required to repair damage caused by usage of the skid. If damage is done to the skid by contractor personnel at WPAP (e.g. forklift damage), the contractor will be responsible for the repairs. A quantity of 1 functional shipping skid is required for every 35 hull installations. If functional skids drop below the 1:35 ratio, the USG will direct the contractor to initiate the acquisition of additional transportation skids.

C.4.3 Storage at WPAP: Completed and DCMA accepted vehicles will be shipped within 10 working days of acceptance. The contractor shall store a maximum of 40 DCMA accepted vehicles that are awaiting USG repairs or components to complete repairs. When the repair storage area is full, USG representatives in coordination with the contractor will determine which vehicles will be shipped to a USG facility. The USG will provide a TAC Code for all shipments. The USG commits that they will collect all completed vehicles and agrees that no more than 40 inspected and accepted vehicles will be stored at WAP at any one time following notification that vehicles are available for collection. In the event completed vehicles are stored at WAP the USG will be responsible to pay storage costs.

C.5. EFP Armor A-Kit Doors

C.5.1 Door Rework Line: The contractor shall provide the required labor and tooling to re-work and upgrade the base 1.0 hull doors to the standard required for installation of EFP armor. The material for the upgrade is included in the EFP Armor A-kit (work directive 27). The supply of material will follow the outlined GFE material plan in Section C.2.

C.6. Registration, VIN and Serial Numbers

C.6.1 Vehicle Identification: The vehicle registration number shall be stenciled on the hull by the contractor at their facility. The hull shall retain the original registration numbers. Chassis and child components shall be submitted to the IUID registry and documented IAW CDRL A006. The chassis shall have an IUID tag to include the VIN but no registration number. When the body and chassis

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are integrated, the government will take responsibility for linking the vehicle registration number to the Chassis vehicle identification number.

C.6.2 End Item Plates: The contractor shall purchase 752 (580 Army + 132 AF + 40 spares) end item plates per USG provided design (similar to that used on other MaxxPro variants). End item plates for the Air Force vehicles (Quantity = 132) shall be engraved and attached to the vehicle at WPAP as part of this integration effort. The contractor shall engrave the data plates for all existing upgraded US Army LWBRC vehicles (Quantity = 580), and shall ship them to SPAWAR for attachment by USG personnel during GFE integration. The contractor shall be responsible for labor and tooling to engrave the Vehicle Identification Number and Registration Number on all end item plates. Unused end item plates shall be returned to the U.S. Government.

**C.7. Additional Work**

C.7.1 Hull Repair: Any Non-functional System or damage discovered at incoming inspection of hulls by the contractor during the integration process or during the final vehicle inspection after hull exchange and hardware upgrades shall be noted on the RRAD Hull Issues Tracking List, see C.3.2. These repair issues must be reviewed with DCMA for concurrence; confirmation of repair issues originating from RRAD and not issues resulting from the WPAP integration effort. If they are repair issues as a direct result of the integration at WPAP, they will not be tracked on the RRAD Hull Issues Tracking List and will be Navistar's responsibility to obtain parts and perform repairs. The items that are on the RRAD Hull Issues Tracking List shall be repaired by WPAP with labor paid for by the USG and parts supplied by RRAD. The hull repair effort is firm fixed price level-of-effort. The LOE will be expended up to an average of 35 hours per hull installation and any unused hours will be de-obligated at the end of the period of performance. Parts for these repairs will be provided by RRAD and shipped to the contractor site when available, to be installed during the integration process. If replacement parts that are supplied to WPAP are not available to be installed during the in-plant integration process, they will be installed after integration using the USG Directed Labor Hours CLIN, or installed later by USG personnel. See section C.4.3 Storage at WPAP.

C.7.2 GFE Kits (STS, CI, retrofit kits): Government furnished parts found to be defective, damaged or otherwise unusable due to age, wear, approved configuration changes or shipping and handling damage found at incoming inspection, during the integration process or during the final vehicle inspection after hull exchange and hardware upgrade shall be noted on the GFE Issues Tracking List, see C.3.2. These issues must be reviewed with DCMA for concurrence that they are issues coming out of GFE kits and not issues that occurred during WPAP integration. If they are issues as a direct result of the integration at WPAP, they will not be tracked on the GFE Issues Tracking List. The items that are on the GFE Tracking List shall be provided by the USG at no cost to Navistar. Replacement parts that are supplied to WPAP that are too late to be integrated on to the vehicle during the in plant integration process will be installed after integration using the USG Directed Labor Hours CLIN. See section C.4.3 Storage at WPAP.

C.7.3 Other Direct Costs: Other Direct Costs include transportation costs of the hulls from RRAD to WAP and the return shipment of the transportation skids. Also included as ODC's are: forklift leases, off-site storage, off-site lifts, man lifts for rotators, transportation costs for GFE to and from plant to off-site storage and off-site security.

**C.8. Production Material**

C.8.1 Material: The contractor purchased material outlined below for the LWBRC integration is described in Attachment C. The Attachment C list was developed based upon the behavior patterns (quantities and descriptions) of parts required during the first 580 hull integrations. The spreadsheet in Attachment C is divided into three tabs. The tab named ALL Hulls is a list of parts required for each hull installation. All parts on this list must be ordered based on the Qty per truck amount and the number of trucks in this work effort. The parts identified in the tab named SOME Hulls includes a list of parts that must be supplied according to a percentage of total hulls/trucks on contract. These percentages are based on experiences from the first 580 hull integrations to support parts that were noted as missing or damaged on the incoming hulls from RRAD in the past contract.

C.8.2 DCMA Verification of Material Receipts: The material shall be confirmed as received by DCMA at the time the contractor receives the material on-site to ensure the part numbers listed match the product that is delivered and targeted to be installed during the integration. This verification will be limited to quantity and condition. Part number substitutions to the next higher revision level can occur with written approval (email is acceptable) from JPO Engineering, Quality, and PM.

**Attachment A**

Work Directives Targeted to be installed at RRAD as a part of MaxxPro Base reset effort

Note: The location as to where the WDs are being installed is subject to change.

**RRAD Integration Items:**

1. WD 32- Rear Step Upgrade- Fix as Fail.
2. WD 15- Sagging Riser Plate- Fix as Fail
3. CI- Rear Ramp Hydraulics- New Pump
4. CI - Re-circ Switch Replacement
5. CI V-Hull Drain
6. CI- 10-20 & Final Paint
7. Floor Rib Marking

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8. Egress Illuminated Tape

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Attachment B

Work Directives Targeted to be installed at West Point as a part of Integration effort

Note: The location as to where the WDs are being installed is subject to change.

WPAP Integration Items:

1. WD 27- Base EFP Upgrade
2. CI- Door Upgrade
3. WD3- Emergency Escape Hatch- Replacement
4. WD6- HVAC Upgrade- Condenser
5. CI- AFES (Kidde upgrade)- Fire Suppression
6. WD 42- Check 6- Camera system brackets
7. CI- 120v Upgrade
8. WD 50- Roxtec (front and rear)
9. WD 18- PDC Armor
10. WD 7- Safety Label Upgrade- 80 labels
11. WD 36- CCU Fuse Box
12. WD 46- Gunners Hatch Stop Bracket
13. WD 23- Sparks A-Kit
14. CI- Gunners Stand- Replacement
15. CI- Rear Storage Box Upgrade
16. CI- Inclinometer

Attachment C

Attachment C spread sheet as described in Section C.8 Production Material (See Section J)

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

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## 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	52.247-29	F.O.B. ORIGIN	FEB/2006
F-3	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-8	52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of TBD per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

(End of Clause)

F-9	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-10	52.247-4011 (TACOM)	FOB POINT	SEP/1978
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Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: West Point MS 39773 USA  
 (City) (State) (ZIP) (County)

[End of Clause]

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F.1 PERIOD OF PERFORMANCE: The period of performance for the completion of the LWBRC effort expires on 30 September 2013.

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

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
G-1      52.242-4016	COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Charles Parsons  
E-mail: charles.d.parsons.civ@mail.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: -3-  
E-mail: -4-

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2      252.204-0005	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFARS PGI)      (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009
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The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
H-1	52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

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

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

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

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

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

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

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

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

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

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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	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-5	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-8	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-9	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-10	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-13	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-14	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-15	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-16	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-17	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-18	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-19	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-20	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-21	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-22	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-23	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-25	52.232-1	PAYMENTS	APR/1984
I-26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-27	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-28	52.232-25	PROMPT PAYMENT	OCT/2008
I-29	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT/2008
I-30	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-31	52.233-1	DISPUTES	JUL/2002
I-32	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-33	52.242-13	BANKRUPTCY	JUL/1995
I-34	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-35	52.248-1	VALUE ENGINEERING	OCT/2010
I-36	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-37	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-38	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-39	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-40	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-41	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-42	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-43	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-44	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	SEP/2007
I-45	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-46	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-47	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-48	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-49	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-50	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-51	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-52	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-53	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-54	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-55	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-56	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002

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**Name of Offeror or Contractor:**

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-57 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	JUN/2012

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

"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 S/S (source/source)

SEE CLAUSE 52.232-4087 for fill ins 2-5

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

-2-

(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\*

<u>Field Name in WAWF</u>	<u>Data to be entered in WAWF</u>
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

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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.

NA

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

(End of clause)

I-58            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-59            52.252-2            CLAUSES INCORPORATED BY REFERENCE            FEB/1998

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

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

(End of Clause)

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**Name of Offeror or Contractor:**

I-60 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-61 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-62 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

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

or

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

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

[End of Clause]

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## SECTION J - LIST OF ATTACHMENTS

<u>List of</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	22-FEB-2013	006	EMAIL
Attachment 0001	ATTACHMENT A REFERENCE SOW	22-FEB-2013	001	DATA
Attachment 0002	ATTACHMENT B REFERENCE SOW	22-FEB-2013	001	DATA
Attachment 0003	ATTACHMENT C PRODUCTION MATERIALS	22-FEB-2013	001	DATA

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC/2012
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2012

(a)(1) The North American Industry Classification System (NAICS) code For this acquisition is 336120.

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of

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Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

K-3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

FEB/2012

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

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

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

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

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

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

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or

**Name of Offeror or Contractor:**

performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in--
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

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

(End of provision)

K-4            52.215-4005            MINIMUM ACCEPTANCE PERIOD            OCT/1985  
                   (TACOM)

- (a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.
- (b) The Government requires a minimum acceptance period of sixty (60) calendar days.
- (c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

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

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

[End of Provision]

K-5            52.215-4010            AUTHORIZED NEGOTIATORS            JUN/2008  
                   (TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>



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- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	52.233-2	SERVICE OF PROTEST	SEP/2006

(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 (TACOM Army Contracting Center-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.1 PROPOSAL PREPARATION INSTRUCTIONS

L.1.1 When preparing its proposal, the Offeror shall submit a cost proposal IAW the Statement of Work. The Offeror shall include a break out of the base labor rate and a break out of any escalation applied to the labor rate along with a narrative explaining the basis for the direct labor rates.

L.1.2 The Offeror shall use the types of work identified in the Statement of Work to develop its estimates for total labor hours, material, and other direct costs (ODCs) for the defined period of performance as required.

L.1.3 The Offeror shall submit its proposed rates in the form of a detailed Excel Spreadsheet with readable formulas that will automatically calculate a fully burdened rate for each labor category. Each fully burdened labor rate shall include the proposed labor rate and any applicable labor category burden (indirect rates).

L.1.4 The Offeror shall submit an Excel Spreadsheet with readable formulas identifying how all estimated hourly labor rate equivalents are applied to the base labor rate.

L.1.5 The Offeror shall provide supporting data and rationale sufficient in detail to enable the Government evaluate the Offeror's pricing proposal to include the following:

L.1.5.1 Direct and Indirect Rates: The Offeror shall provide a list of the direct and indirect rates, by category and by year, used in the development of the proposal.

L.1.5.2 The Offeror shall provide a narrative explaining the basis for the estimated rates. The Offeror shall specifically identify any escalation factors used and identify whether these rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement.

L.1.5.3 For each of the rate categories, the Offeror shall provide both the prior and current fiscal year's incurred cost rates and indicate if the prior year's rates have been audited.

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

CONTRACT DATA REQUIREMENTS LIST 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 reviewing 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 Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, 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 these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NO NSP
- B. EXHIBIT:
- C. CATEGORY: OTHER
- D. SYSTEM/ITEM: MRAP Vehicle
- E. CONTRACT/PR NO.: W56HZV-13-C-XXXX
- F. CONTRACTOR: Navistar Defense
- 1. DATA ITEM NO. A001
- 2. TITLE OF DATA ITEM: GFE/GFM Tracking List
- 3. SUBTITLE:
- 4. AUTHORITY
- 5. CONTRACT REFERENCE: SOW C.2.5
- 6. REQUIRING OFFICE: PM MRAP
- 7. DD250 REQ: LT
- 8. APP CODE:
- 9. DIST. STATEMENT REQUIRED: C
- 10. FREQUENCY: Weekly
- 11. AS OF DATE:
- 12. DATE OF FIRST SUB: SEE BLOCK 16
- 13. DATE OF SUBS.SUB:
- 14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL
- 15. TOTAL:
- 16. REMARKS:

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to PM MRAP. WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

BLK 12 & 13 GFE/GFM Tracking List shall be submitted to the Government on start of production. The Contractor shall submit on a weekly basis one (1 week) after the first submission. The Government requires 2 days to review and comment.

BLK 14 - Submission shall be via electronic mail (e-mail). The submission shall be prepared and delivered in current Microsoft Office software suite in contractor format. E-mail address will be identified in the work directive.

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

- A. CONTRACT LINE ITEM NO NSP
- B. EXHIBIT:
- C. CATEGORY: OTHER
- D. SYSTEM/ITEM: MRAP Vehicle
- E. CONTRACT/PR NO.: W56HZV-13-C-XXXX
- F. CONTRACTOR: Navistar Defense
- 1. DATA ITEM NO. A002
- 2. TITLE OF DATA ITEM: Quality Assurance Program Plan (QAPP)
- 3. SUBTITLE:
- 4. AUTHORITY: DI-QCIC-81794
- 5. CONTRACT REFERENCE: SOW C.3
- 6. REQUIRING OFFICE: PM MRAP
- 7. DD250 REQ: LT
- 8. APP CODE:
- 9. DIST. STATEMENT REQUIRED: C
- 10. FREQUENCY: ONE/R

11. AS OF DATE:
12. DATE OF FIRST SUB: SEE BLOCK 16
13. DATE OF SUBS.SUB:
14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL
15. TOTAL:
16. REMARKS:

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to PM MRAP. WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

BLK 12 - QAPP shall be submitted two (2) weeks prior to start of production at West Point. The Government requires 2 days to review and comment.

BLK 13 - Submit final, with Government comments incorporated, 2 days after receipt of Government comments.

BLK 14 - Submission shall be via electronic mail (e-mail). The submission shall be prepared and delivered in current Microsoft Office software suite in contractor format. E-mail address will be identified in the work directive.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

- A. CONTRACT LINE ITEM NO NSP
- B. EXHIBIT:
- C. CATEGORY: OTHER
- D. SYSTEM/ITEM: MRAP Vehicle
- E. CONTRACT/PR NO.:
- F. CONTRACTOR: Navistar Defense

1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: Vehicle Tracking Spreadsheet
3. SUBTITLE:
4. AUTHORITY
5. CONTRACT REFERENCE: SOW C.2.4
6. REQUIRING OFFICE: PM MRAP
7. DD250 REQ: LT
8. APP CODE:
9. DIST. STATEMENT REQUIRED: C
10. FREQUENCY: Biweekly (i.e. every 2 weeks)
11. AS OF DATE:
12. DATE OF FIRST SUB: SEE BLOCK 16
13. DATE OF SUBS.SUB:
14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL
15. TOTAL:
16. REMARKS:

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to PM MRAP. WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

BLK 12 & 13 - Vehicle Tracking Spreadsheet shall be submitted to the Government 2 weeks after start of production. The Contractor shall submit on a biweekly basis after the first submission. The Government requires 2 days to review and comment.

BLK 14 - Submission shall be via electronic mail (e-mail). The submission shall be prepared and delivered in current Microsoft Office software suite in contractor format. E-mail address will be identified in the work directive.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

- A. CONTRACT LINE ITEM NO NSP
- B. EXHIBIT:
- C. CATEGORY: OTHER
- D. SYSTEM/ITEM: MRAP Vehicle

E. CONTRACT/PR NO.: W56HZV-13-C-XXXX  
F. CONTRACTOR: Navistar Defense  
1. DATA ITEM NO. A004  
2. TITLE OF DATA ITEM: Final Inspection Report (FIR)  
3. SUBTITLE:  
4. AUTHORITY  
5. CONTRACT REFERENCE: SOW C.3.3  
6. REQUIRING OFFICE: PM MRAP  
7. DD250 REQ: LT  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED: C  
10. FREQUENCY: Monthly  
11. AS OF DATE:  
12. DATE OF FIRST SUB: SEE BLOCK 16  
13. DATE OF SUBS.SUB:  
14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL  
15. TOTAL:  
16. REMARKS:

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to PM MRAP. WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

BLK 12 & 13 FIR shall be submitted to the Government at least 2 weeks prior to start of production. The Contractor shall submit on a monthly basis 30 days after the first submission. The Government requires 2 days to review and comment.

BLK 14 - Submission shall be via electronic mail (e-mail). The submission shall be prepared and delivered in current Microsoft Office software suite in contractor format. E-mail address will be identified in the work directive.

17. PRICE GROUP:  
18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO NSP  
B. EXHIBIT:  
C. CATEGORY: OTHER  
D. SYSTEM/ITEM: MRAP Vehicle  
E. CONTRACT/PR NO.: W56HZV-13-C-XXXX  
F. CONTRACTOR: Navistar Defense  
1. DATA ITEM NO. A005  
2. TITLE OF DATA ITEM: RRAD Hull Issues Tracking List  
3. SUBTITLE:  
4. AUTHORITY  
5. CONTRACT REFERENCE: SOW C.3.2  
6. REQUIRING OFFICE: PM MRAP  
7. DD250 REQ: LT  
8. APP CODE:  
9. DIST. STATEMENT REQUIRED: C  
10. FREQUENCY: Weekly  
11. AS OF DATE:  
12. DATE OF FIRST SUB: SEE BLOCK 16  
13. DATE OF SUBS.SUB:  
14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL  
15. TOTAL:  
16. REMARKS:

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BLK 12 & 13 RRAD Hull Issues Tracking List shall be submitted to the Government starting 1 week after start of production. The Contractor shall submit on a weekly basis one (1 week) after the first submission. The Government requires 2 days to review and

comment.

BLK 14 - Submission shall be via electronic mail (e-mail). The submission shall be prepared and delivered in current Microsoft Office software suite in contractor format. E-mail address will be identified in the work directive.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO NSP

B. EXHIBIT:

C. CATEGORY: OTHER

D. SYSTEM/ITEM: MRAP Vehicle

E. CONTRACT/PR NO.: W56HZV-13-C-XXXX

F. CONTRACTOR: Navistar Defense

1. DATA ITEM NO. A006

2. TITLE OF DATA ITEM: Registration Numbers/IUID Registry

3. SUBTITLE:

4. AUTHORITY: DFARS 252.211-7003

5. CONTRACT REFERENCE: SOW

6. REQUIRING OFFICE: PM MRAP

7. DD250 REQ: LT

8. APP CODE:

9. DIST. STATEMENT REQUIRED: C.6

10. FREQUENCY: Biweekly

11. AS OF DATE:

12. DATE OF FIRST SUB: SEE BLOCK 16

13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES B. COPIES DRAFT FINAL

15. TOTAL:

16. REMARKS:

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BLK 12 & 13 Registration Numbers/IUID Registry shall be submitted to the Government beginning 2 weeks after start of production. The Contractor shall submit on a biweekly basis after the first submission. The Government requires 2 days to review and comment.

BLK 14 - Submission shall be via electronic mail (e-mail). The submission shall be prepared and delivered in current Microsoft Office software suite in contractor format. E-mail address will be identified in the work directive.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: