

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1	<b>of</b> 103	<b>Pages</b>
<b>2. Contract Number</b>		<b>3. Solicitation Number</b> W56HZV-13-R-0209		<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2014AUG22	
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-HTB-A WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>				
<b>6. Requisition/Purchase Number</b> SEE SCHEDULE							

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:00pm (hour) local time 2014SEP22 (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> MELISSA A. WEJROCH	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> MELISSA.A.WEJROCH.CIV@MAIL.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-0716	<b>Ext.</b>	

**11. Table Of Contents**

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	63
X	B	Supplies or Services and Prices/Costs	5	<b>Part III - List Of Documents, Exhibits, And Other Attach.</b>			
X	C	Description/Specs./Work Statement	37	X	J	List of Attachments	79
X	D	Packaging and Marking	42	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	44	X	K	Representations, Certifications, and Other Statements of Offerors	80
X	F	Deliveries or Performance	51				
X	G	Contract Administration Data	60	X	L	Instrs., Conds., and Notices to Offerors	90
X	H	Special Contract Requirements	62	X	M	Evaluation Factors for Award	99

**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>		
<b>15B. Telephone Number</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Above - Enter such Address In Schedule	<b>17. Signature</b>		<b>18. Offer Date</b>
<b>Area Code</b>	<b>Number</b>				

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

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>		
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <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
<b>24. Administered By (If other than Item 7)</b>		<b>25. Payment Will Be Made By</b>		
<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>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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

Page 2 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MELISSA A. WEJROCH  
Buyer Office Symbol/Telephone Number: CCTA-HTB-A/(586)282-0716  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders

\*\*\* End of Narrative A000 \*\*\*

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

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<https://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 <https://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(d) Requirements for the online ASFI bid submission:

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

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

[https://acquisition.army.mil/asfi/solicitation\\_view.cfm?psolicitationnbr=w56hzv13r0209](https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=w56hzv13r0209)

(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.



**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 4 of 103**

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

A-5            52.227-4500            DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE            JUL/2012  
(WARREN)

This solicitation and resulting contract 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. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

To be eligible to gain access to this export controlled TDP (via FedBizOpps or CD) you must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, go to \\*HYPERLINK "http://www.dlis.dla.mil/jcp/"http://www.dlis.dla.mil/jcp/, click on documents, and follow instructions provided. See Section C 52.211-4072 Technical Data Package Information for estimated certification time. Upon receipt of certification, you may request the TDP in accordance with the instructions stated in the solicitation's Section C.

Upon completion of the purposes for which Government Technical Data has been provided, you, your subcontractors, all your vendors and all sub-vendors, are required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed from you.

Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP (or CD) and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

[End of clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p>FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum 5-Year Quantity: 505 EACH                      (This will be ordered at the time of the basic contract award).</p> <p>Maximum 5 Year Quantity: 5,822 EACH                      (Inclusive of Option Years, if applicable)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p>NOTE: THE MINIMUM AND MAXIMUM QUANTITIES OF CLIN 0011 - 0035 ARE ESTIMATES FOR EACH ORDERING YEAR AND ARE BASED ON FORECASTED REQUIREMENTS. THE GOVERNMENT WILL ONLY GUARANTEE THE TOTAL FIVE YEAR MINIMUM QUANTITY OF EACH CLIN IN ACCORDANCE WITH CLAUSE 52.216-22.</p> <p>*****</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p> <p>HTTP://CONTRACTING.TACOM.ARMY.MIL/EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF33/SF 1449 COVER SHEET.</p> <p>SEE PARAGRAPH (D) OF CLAUSE 52.204-4016, TACOM-WARREN ELECTRONIC CONTRACTING, OF THIS SOLICITATION FOR INSTRUCTION ON HOW TO SUBMIT YOUR OFFER.</p> <p>*****</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424                      COMMODITY NAME: LTT - HEAVY CHASSIS                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 19207                      Mfr Part Number: 12450001</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 505 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 5,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12450001                      REVISION: H                      DATE: 25-JAN-2013</p>	EST 996	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Page 8 of 103

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424                      COMMODITY NAME: LTT - HEAVY CHASSIS                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 19207                      Mfr Part Number: 12450001</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 505 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 5,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12450001                      REVISION: H                      DATE: 25-JAN-2013</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 1,522	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Page 9 of 103

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424                      COMMODITY NAME: LTT - HEAVY CHASSIS                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 19207                      Mfr Part Number: 12450001</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 505 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 5,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12450001                      REVISION: H                      DATE: 25-JAN-2013</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 1,100	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424                      COMMODITY NAME: LTT - HEAVY CHASSIS                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 19207                      Mfr Part Number: 12450001</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 505 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 5,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12450001                      REVISION: H                      DATE: 25-JAN-2013</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 1,100	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	<p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 2330-01-387-5424                      COMMODITY NAME: LTT - HEAVY CHASSIS                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 19207                      Mfr Part Number: 12450001</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 505 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 5,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 12450001                      REVISION: H                      DATE: 25-JAN-2013</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 1,100	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	<p><u>LTT HEAVY CHASSIS FIRST PRODUCTION VEHICLE INSPECTION (FPVI)</u></p> <p>COMMODITY NAME: INITIAL PRODUCTION LOT (IPL)                      Mfr CAGE: N/A                      Mfr Part Number: N/A</p> <p>In accordance with Section E.3.2, The IPL trailers shall consist of four (4) trailers:</p> <p>One (1) LTT-HC; and three (3) LTT-HC with Advanced Medium Mobile Power Sources (AMMPS) kit.</p> <p>The three (3) LTT-HC trailers with AMMPS Kits shall be designated as Production Verification Testing (PVT) trailers for PVT testing at Yuma Proving Grounds (YPG).</p> <p>The contractor shall reference Section E.2, First Article Approval Requirements, E.3 Initial Production Lot (IPL), E.5 First Production Vehicle Inspection (FPVI), and E.7 Production Verification Testing (PVT).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin                      Government Approval/Disapproval Days: 120</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Refer to Section E.8 for First Article Test Distribution.</p> <p>(End of narrative F001)</p>	4	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	<p><u>AMMPS INTEGRATION KIT FIRST PRODUCTION VEHICLE INSPECTION</u></p> <p>COMMODITY NAME: INITIAL PRODUCTION LOT (IPL)                      Mfr CAGE: N/A                      Mfr Part Number: N/A</p> <p>The three (3) AMMPS Integration Kits on CLIN 0017 shall be integrated onto three (3) LTT-HC on CLIN 0016 to be used as the Initial Production Lot (IPL) in accordance with Section E.3 to be used for Production Verification Testing (PVT) in accordance with Section E.7.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin                      Government Approval/Disapproval Days: 180</p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>Refer to Section E.8 for First Article Test Distribution.</p> <p>(End of narrative F001)</p>	3	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	<p data-bbox="264 333 402 359"><u>TEST SUPPORT</u></p> <p data-bbox="264 415 613 489">SERVICE REQUESTED: TEST SUPPORT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p data-bbox="253 600 803 674">The Contractor shall provide Test Support in accordance with E.7.4 to include the test service representative and system support package.</p> <p data-bbox="444 705 699 730">(End of narrative B001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>SERVICE REQUESTED: CONTRACTOR MANPOWER REPORTING</p> <p>Reference Clause 52.237-4000</p> <p>The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract and IAW the Statement of Work via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <a href="http://www.ecmra.mil/">http://www.ecmra.mil/</a> and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.</p> <p>Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2015. Contractors may direct questions to the help desk at: <a href="http://www.ecmra.mil/">http://www.ecmra.mil/</a> Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website".</p> <p>(End of narrative B001)</p>				\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p>The information presented below applies to Item No. 0021 Through 0025:</p> <p>Minimum 5 Year Quantity: 499 EACH                      (This will be ordered at the time of the basic contract award).</p> <p>Maximum 5 Year Quantity: 4,822 EACH                      (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2330-01-542-6775                      COMMODITY NAME: AMMPS INTEGRATION KIT                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      Mfr CAGE: 97403                      Mfr Part Number: 13230E6565</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 499 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 4,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 13230E6565                      REVISION: D                      DATE: 11-JAN-2013</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 797	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 2330-01-542-6775                      COMMODITY NAME: AMMP5 INTEGRATION KIT                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 97403                      Mfr Part Number: 13230E6565</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 499 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 4,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 13230E6565                      REVISION: D                      DATE: 11-JAN-2013</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                          (SHIP-TO) WILL BE FURNISHED PRIOR                          TO THE SCHEDULED DELIVERY DATE FOR                          ITEMS REQUIRED UNDER THIS                          REQUISITION.</p>	EST 1,322	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2330-01-542-6775                      COMMODITY NAME: AMMPS INTEGRATION KIT                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 97403                      Mfr Part Number: 13230E6565</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 499 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 4,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 13230E6565                      REVISION: D                      DATE: 11-JAN-2013</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                          (SHIP-TO) WILL BE FURNISHED PRIOR                          TO THE SCHEDULED DELIVERY DATE FOR                          ITEMS REQUIRED UNDER THIS                          REQUISITION.</p>	EST 900	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	<p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 2330-01-542-6775                      COMMODITY NAME: AMMPS INTEGRATION KIT                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 97403                      Mfr Part Number: 13230E6565</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 499 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 4,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 13230E6565                      REVISION: D                      DATE: 11-JAN-2013</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                          (SHIP-TO) WILL BE FURNISHED PRIOR                          TO THE SCHEDULED DELIVERY DATE FOR                          ITEMS REQUIRED UNDER THIS                          REQUISITION.</p>	EST 900	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	<p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 2330-01-542-6775                      COMMODITY NAME: AMMPS INTEGRATION KIT                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 97403                      Mfr Part Number: 13230E6565</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 499 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 4,822 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 13230E6565                      REVISION: D                      DATE: 11-JAN-2013</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 900	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	<p>The information presented below applies to Item No. 0031 Through 0035:</p> <p>Minimum 5 Year Quantity: 5 EACH                      (This will be ordered at the time of the basic contract award).</p> <p>Maximum 5 Year Quantity: 1,000 EACH                      (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2330-01-543-5794                      COMMODITY NAME: MCC INTEGRATION KIT                      CLIN CONTRACT TYPE:                      Firm Fixed Price                      Mfr CAGE: 01365                      Mfr Part Number: 06008A0000</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 5 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 1,000 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 06008A0000                      DATE: 05-JUL-2006</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                      (SHIP-TO) WILL BE FURNISHED PRIOR                      TO THE SCHEDULED DELIVERY DATE FOR                      ITEMS REQUIRED UNDER THIS                      REQUISITION.</p>	EST 200	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 2330-01-543-5794                      COMMODITY NAME: MCC INTEGRATION KIT                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 01365                      Mfr Part Number: 06008A0000</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 5 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 1,000 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 06008A0000                      DATE: 05-JUL-2006</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                          (SHIP-TO) WILL BE FURNISHED PRIOR                          TO THE SCHEDULED DELIVERY DATE FOR                          ITEMS REQUIRED UNDER THIS                          REQUISITION.</p>	EST 200	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2330-01-543-5794                      COMMODITY NAME: MCC INTEGRATION KIT                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 01365                      Mfr Part Number: 06008A0000</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 5 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 1,000 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 06008A0000                      DATE: 05-JUL-2006</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                          (SHIP-TO) WILL BE FURNISHED PRIOR                          TO THE SCHEDULED DELIVERY DATE FOR                          ITEMS REQUIRED UNDER THIS                          REQUISITION.</p>	EST 200	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	<p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 2330-01-543-5794                      COMMODITY NAME: MCC INTEGRATION KIT                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 01365                      Mfr Part Number: 06008A0000</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 5 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 1,000 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 06008A0000                      DATE: 05-JUL-2006</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                          (SHIP-TO) WILL BE FURNISHED PRIOR                          TO THE SCHEDULED DELIVERY DATE FOR                          ITEMS REQUIRED UNDER THIS                          REQUISITION.</p>	EST 200	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Page 25 of 103

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	<p><u>FIFTH ORDERING YEAR</u></p> <p>NSN: 2330-01-543-5794                      COMMODITY NAME: MCC INTEGRATION KIT                      CLIN CONTRACT TYPE:                          Firm Fixed Price                      Mfr CAGE: 01365                      Mfr Part Number: 06008A0000</p> <p>TOTAL MINIMUM 5-YEAR QUANTITY: 5 EA                      TOTAL MAXIMUM 5-YEAR QUANTITY: 1,000 EA</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u>                      TOP DRAWING NR: 06008A0000                      DATE: 05-JUL-2006</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                          SEE PACKAGING CLAUSE                      LEVEL PRESERVATION: Military                      LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE                          (SHIP-TO) WILL BE FURNISHED PRIOR                          TO THE SCHEDULED DELIVERY DATE FOR                          ITEMS REQUIRED UNDER THIS                          REQUISITION.</p>	EST 200	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRLS)</u></p> <p>The contractor shall prepare and deliver the data submission in accordance with the requirements, quantities and schedule set forth in Exhibit A - Contract Data Requirements List.</p> <p>(End of narrative A001)</p>				
A001	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>COMMODITY NAME: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CDRL A001 shall be completed in accordance with Exhibit - A Contract Data Requirements List and C.3.6.1.</p> <p>CLIN A001 IS NOT SEPARATELY PRICED.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p>REQUEST FOR DEVIATION (RFD)</p> <p>COMMODITY NAME: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CDRL A002 shall be completed in accordance with Exhibit A - Contract Data Requirements List and C.3.6.1.</p> <p>CLIN A002 IS NOT SEPARATELY PRICED.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>SAFETY ASSESSMENT REPORT (SAR) AND HEALTH HAZARD ASSESSMENT</u></p> <p>COMMODITY NAME: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CDRL A003 shall be completed in accordance with Exhibit A - Contract Data Requirements List and C.3.7.1 and C.3.7.2.</p> <p>CLIN A003 IS NOT SEPARATELY PRICED.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p>MEETING MINUTES</p> <p>COMMODITY NAME: CDRL            CLIN CONTRACT TYPE:                Firm Fixed Price</p> <p>CDRL A004 shall be completed in accordance with Exhibit - A Contract Data Requirements List and C.3.7.5.</p> <p>CLIN A004 IS NOT SEPARATELY PRICED.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:            (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p><u>PRODUCT QUALITY DEFICIENCY REPORT (PODR) RESPONSES</u></p> <p>COMMODITY NAME: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CDRL A005 shall be completed in accordance with Exhibit - A Contract Data Requirements List and E.13.1.</p> <p>CLIN A005 IS NOT SEPARATELY PRICED.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A006	<p>TEST WORK AUTHORIZATION DOCUMENT (TWAD)</p> <p>COMMODITY NAME: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CDRL A006 shall be completed in accordance with Exhibit - A Contract Data Requirements List and E.7.6.</p> <p>CLIN A006 IS NOT SEPARATELY PRICED.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Page 32 of 103

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A007	<p>FAILURE ANALYSIS CORRECTIVE ACTION REPORT (FACAR)</p> <p>COMMODITY NAME: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CDRL A007 shall be completed in accordance with Exhibit - A Contract Data Requirements List and E.9.2.1.</p> <p>CLIN A007 IS NOT SEPARATELY PRICED.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A008	<p><u>FINAL INSPECTION REPORT (FIR)</u></p> <p>COMMODITY NAME: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CDRL A008 shall be completed in accordance with Exhibit - A Contract Data Requirements List and E.4.1.1.1.</p> <p>CLIN A008 IS NOT SEPARATELY PRICED.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A009	<p>SYSTEM SUPPORT PACKAGE LIST (SSPL)</p> <p>COMMODITY NAME: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CDRL A009 shall be completed in accordance with Exhibit - A Contract Data Requirements List and E.7.4.2.</p> <p>CLIN A009 IS NOT SEPARATELY PRICED.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A010	<p><u>PRODUCTION DATABASE</u></p> <p>COMMODITY NAME: CDRL            CLIN CONTRACT TYPE:                Firm Fixed Price</p> <p>CDRL A010 shall be completed in accordance with Exhibit - A Contract Data Requirements List and C.3.7.10.</p> <p>CLIN A010 IS NOT SEPARATELY PRICED.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:            (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-13-R-0209 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A011	<p><u>SAMPLE DATA PLATE</u></p> <p>COMMODITY NAME: CDRL                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>CDRL A011 shall be completed in accordance with Exhibit - A Contract Data Requirements List and C.3.2.1.</p> <p>CLIN A011 IS NOT SEPARATELY PRICED.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>FOB POINT:</p> <p>SHIP TO:                      (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 37 of 103</b>
	PIIN/SIIN W56HZV-13-R-0209	MOD/AMD

**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE. This Statement of Work defines the effort required for manufacturing and delivering the Light Tactical Trailer - Heavy Chassis (LTT HC); NSN 2330-01-387-5424, PN 12450001, Advanced Medium Mobile Power Sources (AMMPS) Integration Kits; NSN 2330-01-542-6775, PN 13230E6565 and Marine Corps Chassis (MCC) Integration Kits PN 06008A0000, which fully comply with the relevant drawings. It includes meeting performance requirements and testing and inspection of the items.

C.2 APPLICABLE DOCUMENTS. The following documents are applicable to this SOW to the extent specified herein.

- 12450001- Light Tactical Trailer Heavy Chassis, Revision H, 25 JAN 2013, (Attachment 0001)
- 13230E6565- Advanced Medium Mobile Power Sources Kit, Revision D, 11 JAN 2013, (Attachment 0002)
- 06008A0000- Marine Corps Chassis Kit, 5 JUL 2006, (Attachment 0003)
- 13228E1644- Camo Paint, 20 JUN 2005, (Attachment 0004)
- Automotive Tank Purchase Description 2171A, Revision 2171A, 07 NOV 1990, (Attachment 0005)
- Engineering Change Proposal Instructions, (Attachment 0006)
- Technical Manual 9-2330-392-13&P, 7 DEC 2012, (Attachment 0007)
- Sample Unique Identification Number Drawing 12331752, Revision D, 18 MAY 2011 (Attachment 0008)
- Test Incident Report and Failure Analysis and Corrective Action Report Data, 1 May 2002, (Attachment 0010)
- Contract Data Requirements List (CDRLS), (Exhibit A)
- American Welding Society D1.1/D1.1M, obtained at AWS.ORG.

C.3 REQUIREMENTS.

C.3.1 Integration Kits.

C.3.1.2 AMMPS Integration Kit. The contractor shall produce and integrate the AMMPS Kit on the LTT - HC (part number 12450001) in accordance with Drawing 13230E6565 (Attachment 0002).

C.3.1.3 MCC Integration Kit. The contractor shall produce and integrate the MCC Kit on the LTT - HC (part number 12450001) in accordance with Drawing 06008A0000 (Attachment 0003).

C.3.1.4 TM 9-2330-392-13&P (Attachment 0007) will be provided as Government-Furnished Material (GFM) and will be over-packed in accordance with section D, contract clause 52.211-4514, paragraph (g)(1). For AMMPS equipped trailers, the contractor shall place TM 9-2330-392-13&P in the AMMPS accessory box. The Government will provide the contractor a TM (CD ROM) to over pack on each trailer that requires a TM.

C.3.2 The contractor shall affix an identification data plate for each LTT - HC to each trailer. Data plate information will be specified at the time of contract award and/or option exercise. The contractor shall mark each trailer data plate with Unique Item Identification (UID) in accordance with requirement set forth in section F, clause 252.211-7003. (See sample UID drawing 12331752 at Attachment 0008.)

C.3.2.1 The contractor shall submit a sample data plate with UID markings 60 days prior to First Production Vehicle Inspection in accordance with CDRL A011.

C.3.2.2 The contractor shall seal the Fire Extinguisher in a cardboard box and band the box to the trailer frame rail. The contractor shall secure the latch on the toolbox by means of a tamper proof band that can be cut off with wire cutters at the receiving location.

C.3.3 Paint. The contractor shall paint the trailers Green 383, Tan 686 in accordance with Trailer TDP 12450001 (Attachment 0001) , or Standard Camouflage in accordance with Trailer TDP 12450001 (Attachment 0001) and Camouflage pattern drawings 13228E1727 (Attachment 0004). Required paint color(s) will be identified in each delivery order.

C.3.4 The contractor shall incorporate any changes to the trailer configuration to correct test deficiencies caused by contractors nonconformance into the TDP in all production trailers at no additional cost to the Government.

C.3.5 Welding requirements. The contractor shall meet all steel weldments design and fabrication requirements in AWS D1.1/D1.1M. All

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 38 of 103</b>
	PIIN/SIIN W56HZV-13-R-0209	MOD/AMD

**Name of Offeror or Contractor:**

welding equipment used in building the items described herein shall be certified and all welders and operators shall have passed qualification testing as prescribed in the applicable qualification standards established by the AWS D1.1/D1.1M.

C.3.6 Configuration Management

C.3.6.1 Engineering Changes. The contractor shall not incorporate any changes to the production configuration which have not been reviewed and approved by the Government Configuration Control Board (CCB) and incorporated into the contract by the Procurement Contracting Officer. The contractor shall submit for Government approval Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECPs), in accordance with CDRL A001 and Request for Deviations (RFDs) in accordance with CDRL A002. ECPs shall be prepared in accordance with Attachment 0006.

C.3.6.2 Engineering Change Proposal (ECP) Definitions.

Class I ECP: ECPs that affect the end item by any of the following: form, fit, function, cost, logistics, performance, reliability, maintainability, or delivery schedules.

Class II ECP: ECPs that have no affect on any of the factors listed in the above Class I ECP definition.

C.3.6.3 Class I ECP Changes - Contractor Requested.

The contractor shall submit copies of proposed Class I ECP in accordance with CDRL A001 immediately upon determination of a need for such changes.

C.3.6.4 Class I ECPs - Government Directed.

In the event the Government requests a change to the end item configuration, the Procuring Contracting Officer (PCO) will request, in writing, a technical and price proposal from the contractor. Within 10 business days of request, the contractor shall notify the PCO of the ECP submittal date.

C.3.6.5 Class II ECPs - Contractor Requested. The contractor shall make Class II changes contingent upon classification concurrence by the Government. Class II changes will be reviewed for proper classification by the PCOs designated Government representatives/CCB Board consisting of representatives from all pertinent disciplines to include TACOM representation. In addition, authority may be granted to the onsite DCMA representative to approve Class II ECPs at the PCOs discretion. If during CCB review, the Government representative determines that a proposed Class II ECP is actually a Class I, the contractor shall prepare and submit a Class I ECP in accordance with C.3.6.1.

C.3.7 System Safety.

C.3.7.1 Safety Assessment. The contractor shall prepare and submit a Safety Assessment Report (SAR), which shall identify all safety features of the hardware, software, system design and inherent hazards in accordance with CDRL A003. The SAR shall establish special procedures and precautions to be observed by the Government test agencies and system users.

C.3.7.2 Health Hazard Assessment (HHA). The contractor shall prepare a Health Hazard Assessment Report (HHA). The HHA report shall be provided with the Safety Assessment Report in accordance with CDRL A003.

C.3.7.3 Hazardous Substances/Materials. The contractor shall consider pollution prevention in its efforts to eliminate (or reduce, if elimination is not feasible) the use of hazardous substances and environmentally unacceptable materials, including stratosphere ozone depleting substances, such as chlorofluorocarbons and halon. The contractor shall identify the source of environmental pollution throughout the manufacturing process. The contractor shall use appropriate procedures for handling and disposing of hazardous materials, parts and industrial by-products resulting from the efforts under this contract. The contractor shall certify that it is in compliance with federal, state and local laws, and regulations that deal with hazardous substances and environmentally unacceptable materials. The contractor shall identify and accomplish the tasks necessary to eliminate or reduce known hazardous substances and environmentally unacceptable materials, and wastes as identified in the applicable federal, state, and local laws and regulations.

C.3.7.4 Meetings and Reviews.

C.3.7.5 The contractor shall hold a Start of Work meeting within 20 days after contract award in accordance with clause 52.204-4003.

C.3.7.6 The contractor and the Government will hold semi-annual program review meetings at the contractors facility during the performance period of this contract. The objectives of these meetings are to review progress and to provide guidance on technical, product assurance, and contractual issues. Common agendas shall be agreed upon by the participants prior to all meetings and reviews. Minutes shall be submitted in accordance with CDRL A004.

C.3.7.7 Test Article Production In-process Review. The contractor shall host a meeting to discuss the status of activities related to test article production. The contractor shall at a minimum be prepared to describe such activities as schedule management, facility and equipment preparation, materiel procurement, inventory management, work instructions, work flow, quality control, and training. The Test Article Production In-process Review shall be held 60 days after contract award or on a date coordinated with the PCO.

**Name of Offeror or Contractor:**

C.3.7.8 Production Readiness Review (PRR). The contractor shall host a meeting to discuss the status of activities related to full production of the LTT - HC. The contractor shall at a minimum be prepared to describe such activities as schedule management, facility and equipment preparation, material procurement, inventory management, work instructions, work flow, automated quality control process (particularly vendor control), safeguarding GFE, long lead items/risk mitigation, UID marking and sample UID entry for trailer in Wide Area Work Flow, process and production documentation, personnel staffing, and training. The PRR shall be held within 30 business days after first article approval on a date coordinated with the PCO.

C.3.7.9 Electronic Data Delivery. The contractor shall deliver data requirements specified herein \in an electronic format. The file format and delivery method will be dependent upon the file type and size. The files shall be MS Windows Vista and MS Office 2007 software compatible. Available methods of delivery are: electronic mail and CD-ROM. Details regarding the electronic delivery of the data deliverables will be coordinated with the PCO or the PCO's designated representative.

C.3.7.10 Production Database. The contractor shall maintain a database (CDRL A010) that will track and sort trailers by serial numbers, build and ship dates, CLIN, vehicle model number, ship to location, document number, and DD250 and Commercial Bill of Lading (CBL numbers). In addition, the database shall track per trailer, all engineering changes incorporated according to ECP, VECP and/or RFD Number. Any applicable engineering notes may also be included in the database. This database shall be updated and submitted to the Government electronically every two weeks. The database shall be kept current as trailers are shipped. The contractor shall maintain the database for a period of four (4) years following completion of the Contract.

C.3.7.11 The contractor shall supply all hardware under this contract in compliance with ATPD 2171A, paragraph 3.8.2. Any exceptions require prior approval from the Government through the Request for Deviation process as specified in Section C.3.6.1.

**C.3.8 Contractor Manpower Reporting (CMR)**

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

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2015. Contractors may direct questions to the help desk at: <https://cmra.army.mil>.

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

Page 40 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.204-4003 (TACOM)	START OF WORK MEETING	SEP/2013

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 20 days after contract award. The Start of Work Meeting is to assure a clear and mutual understanding of the contract terms, conditions, line items, technical requirements and sequence of events needed for successful execution of the subject contract effort. The contractor shall participate with Government to arrange a schedule and agenda for the meeting.

The contractor shall at a minimum invite the Government contracting personnel (PCO/Contract Specialist). At the discretion of the PCO, other Government technical personnel (Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, Quality Assurance personnel, DCMA, etc.) may also be invited to the meeting. All Government invitees shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email. The contractor shall provide the Government with minutes of the Start of Work Meeting within 7 days after the meeting is held.

[End of Clause]

C-2	52.211-4072	TECHNICAL DATA PACKAGE INFORMATION	MAY/2014
-----	-------------	------------------------------------	----------

The following Xd item applies to this solicitation:

- [ ] 1. There is no Technical Data Package (TDP) included with this solicitation.  
[X] 2. The TDP for this solicitation resides within FedBizOpps (://www.fbo.gov), associated with this solicitation number, and can be accessed via this URL:  
://www.fbo.gov/fedteds/W56HZV13R0209

To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to 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..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to ://www.dlis.dla.mil/jcp/

Click on documents and follow instructions provided. Processing time is estimated at six (6) to ten (10) weeks after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2-3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to ://www.fbo.gov/index The FBO helpdesk phone number is (866) 606-8220. Vendors are responsible for placing correct information in FBO.

g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

**Name of Offeror or Contractor:**

h. A user guide for FBO can be found at [://www.fbo.gov](http://www.fbo.gov) - on the right is User Guides - click on Vendor.

[End of clause]

C-3 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR)  
(TACOM)

FEB/2013

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

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

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

End of Clause]

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

Page 42 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4514 (TACOM)	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	DEC/2007

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: See Supplemental Instructions
- (2) LEVEL OF PACKING: See Supplemental Instructions
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: MIL-STD-3003

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(e) Heat Treatment and Marking of Wood Packaging Materials(MWP): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) When applicable, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO

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

Page 43 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(g) SUPPLEMENTAL INSTRUCTIONS: The trailer shall be preserved and packaged for shipment accordance with the steps below:

(1) The trailers shall be preserved and prepared for shipment in accordance with the Level B requirements of MIL-STD-3003.

(2) The trailers shall NOT be inverted for shipment.

(3) BII, COEI, kit, and other items not part of the base trailer shall be preserved and packed in accordance with the BII Level A requirements identified within MIL-STD-3003. In addition, all technical manuals (on CD) shall be overpacked on the trailer.

(4) The trailer and subcomponents shall be marked in accordance with MIL-STD-3003 and MIL-STD-129.

[End of Clause]

**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

E.1 Quality Requirements. Inspection and acceptance shall conform to the requirements of this contract.

E.1.1 Inspection Records. Inspection records of the examinations and tests (either in-process or end item) performed by the contractor shall be kept complete and available to the Government for a period of four (4) years following completion of the contract.

E.1.2 Inspection Equipment. The Contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to ensure that the Light Tactical Trailer Heavy Chassis (LTT-HC) and integration kits conform to contract requirements. The Government will not furnish any inspection equipment under this contract. The Contractor shall make inspection equipment available to the Government representative during Government in-process or end item inspection. Upon completion of the inspection by the Government representative, all inspection equipment shall be returned to the Contractor.

E.2 First Article Approval Requirements.

E.2.1 First Article Approval shall consist of the successful completion of both the Contractor conducted First Production Vehicle Inspection (FPVI) (reference E.5) and the Government conducted Production Verification Test (PVT) (reference E.7).

E.2.2 Final Acceptance of the FPVI trailers shall not occur until: (1) all First Article Approval requirements for each model have been successfully completed and the Contractor is notified by a PCO letter and (2) all deficiencies are corrected to the satisfaction of the Government.

E.3 Initial Production Lot (IPL).

E.3.1 Configuration. The IPL trailers shall be production representative trailers.

E.3.2 The IPL trailers shall consist of four (4) trailers from the initial delivery order quantity:

- (1) One (1) LTT-HC; and three (3) LTT-HC with Advanced Medium Mobile Power Sources (AMMPS) kit.
- (2) Upon successful completion of the FPVI, the three (3) LTT-HC trailers with AMMPS shall be designated as PVT trailers.
- (3) The remaining LTT-HC shall be utilized at the Contractor's facility as a manufacturing standard and shall be shipped as part of the last production shipment. The Government will provide final disposition instructions for all four (4) IPL trailers before the end of production.

E.3.3 Prime Mover. The Contractor shall provide a trailer capable of towing the LTT-HC at their site location for the purpose of performing all inspections and tests. The capability requirements of the Prime Mover are defined in ATPD-2171A (Attachment 0005).

E.4 Final Inspection Records (FIR).

E.4.1 Final Inspection Records (FIR) Preparation.

E.4.1.1 The Contractor shall prepare for Government approval a Final Inspection Record (FIR) in accordance with CDRL A008. Note: See clause 52.246-4008, Final Inspection Record.

E.4.1.2 Final Inspection Records (FIR) Updates. The FIR shall be continually updated to reflect all engineering and manufacturing changes that impact the FIR. Deficiencies discovered and corrective actions applied during inspection by the Contractor shall be described in writing and included as part of the FIR. If the Contractor determines that the Government approved FIR is not appropriate for final inspection of the end item for any reason, the Contractor must obtain written approval from the Government prior to employing any other form for this purpose.

E.4.1.3 Inspection Failure.

E.4.1.3.1 Failure of the trailers as a result of any deficiency found during any required inspection will be cause for rejection of the trailers. The Government may refuse acceptance of all production trailers until action has been taken to eliminate the deficiency. The Government will consider any deficiencies found during the monthly fifty mile road test as described in E.11.2 as evidence that all trailers produced during the month are similarly deficient.

E.4.1.3.2 The inspection and test requirements shall consist of the following:

- a. First Production Vehicle Inspection (FPVI)(E.5)
- b. Production Verification Testing (PVT)(E.7)
- c. Conformance Inspection (CI)(E.11.1)
- d. Control Tests (CT)(E.11.2)

E.5 First Production Vehicle Inspection (FPVI). The First Production Vehicle Inspection shall be conducted by the Contractor at the

**Name of Offeror or Contractor:**

Contractors facility with a Government Representative prior to CLIN 0016 required delivery date. The Contractor shall provide official notification of the proposed date for the FPVI to the ACO no later than 14 days prior to the scheduled inspection. The FPVI shall be conducted using the approved FIR in accordance with CDRL A008. The road test mileage is Fifty (50) miles with a payload more than 2000 pounds.

E.6 Conditional Acceptance: The Government, at its sole discretion, may conditionally accept trailers at any time; at no time is the Government required to conditionally accept trailers.

E.7 Production Verification Testing (PVT)

E.7.1 The Government intends to conduct a Production Verification Test (PVT) that may consist of performance and endurance tests and inspections selected at the Governments discretion in order to verify requirements stated in ATPD 2171A and/or described by any LTT-HC drawings referenced or provided in the solicitation. The Contractor shall deliver three (3) PVT Trailers to Yuma Proving Ground (YPG) (see E.8.2.1 for the ship to address) for testing per CLIN 0016 required delivery date. The expected duration of the PVT test is approximately 6 months.

E.7.2 Test Requirements.

E.7.2.1 Course Profiles. The Government reserves the right (at its discretion) to test on any of the different Government test facility courses and in any combination. Test courses selected represent actual LTT-HC terrain profiles and shall be successfully negotiated by the PVT trailers provided.

E.7.3 Reserved.

E.7.4 Test Support.

E.7.4.1 The Contractor shall be responsible for furnishing all maintenance and repair parts and technical support during PVT for the trailers at YPG. The Government will provide storage facilities for Contractor furnished repair parts at the test site.

E.7.4.2 System Support Package List (SSPL). The Contractor shall prepare and provide a System Support Package List (SSPL) in Contractor format, to the Government 60 days prior to delivery of PVT trailers to the Government test site in accordance with CDRL A009. The SSPL shall define Parts/Items for Preventive Maintenance Checks and Services (PMCS) per TM 9-2330-392-13&P and repairs required to successfully complete testing.

E.7.4.3 System Support Package (SSP). The Contractor shall assemble, furnish and ship (to include packing, packaging and transportation) a System Support Package (SSP) to the designated test site with the first PVT trailers scheduled for test. The SSP shall consist of items listed on the SSPL. In addition, the Contractor shall supply any spare parts or consumable items that are required during Government testing that were not included in the System Support Package/SSPL. Parts not available at the test site must be provided to the test site within 48 hours of the Government notification.

E.7.4.4 Test Service Representative (TSR) - The Contractor shall provide a Test Service Representative at the test site who shall advise and make recommendations to orient and instruct key Government personnel with respect to operations, maintenance, repair and parts supply for the equipment furnished under this contract. Four trips of three days duration each are estimated to support the test. The TSR shall conduct a demonstration of the Operating Instructions from TM 9-2330-392-13&P for the YPG test team. The demonstration shall occur prior to the start of PVT and following the receipt of the PVT Trailers at YPG. The Contractor shall coordinate the demonstration schedule with the PD-LTV Test Manager. All other administrative issues may be resolved via e-mails or tele-conferences. The Contractor shall perform all depot maintenance level of repair at the test site so as to not interfere with the test. The TSR shall be responsible for the shipment of failed parts from the test site to the Contractors facility for failure analyses in accordance with E.9.

E.7.4.5 Tools and Test Equipment - The Contractor shall identify and adopt existing Government tools specified in TM 9-2330-392-13&P and test equipment to the maximum extent feasible.

E.7.5 Test Deficiencies and Failures:

E.7.5.1 A deficiency is defined as a condition that does not meet Section 4, Quality Assurance Provisions, in Attachment 0005 - ATPD 2171A or applicable technical requirements in Section C.

E.7.5.2 A failure is defined as the condition of not achieving the desired end or requirement, i.e. an event, or state, in which a system or a component does not perform as specified.

E.7.5.3 In the event of a component or Trailer test failure, the Government reserves the right to retest the component or Trailer upon correction of the failure by the Contractor. The Contractor shall be responsible for costs and for delays in the program test period resulting from component or trailer failures attributable to the contractor and for failing to adequately or timely furnish parts support. The Government reserves the right to require an equitable adjustment of the contract price for any additional costs related to these tests.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 46 of 103</b>
	PIIN/SIIN W56HZV-13-R-0209	MOD/AMD

**Name of Offeror or Contractor:**

E.7.5.4 The Contractor shall correct on-site any failure of the system attributable to the contractor, which occurs during testing. Delays caused by defective test items shall not be a basis for adjustment of the contract delivery schedule or the contract price.

E.7.5.5 Deficiencies found during or as a result of PVT, shall be prima facie evidence that all components or trailers already produced prior to completion of PVT are similarly deficient. Such deficiencies on all components or Trailers shall be corrected by the Contractor at no additional cost to the Government.

E.7.6 Test Work Authorization Document (TWAD) All desired changes to test trailer hardware or software shall be initiated by a TWAD. The TWAD form shall be submitted in a Contractor format in accordance with CDRL A006.

E.7.6.1 For desired changes that require a follow-on ECP, once the Government Test and Evaluation (T&E) Integrated Product Team (IPT) determines that a modification has been sufficiently validated during testing, an ECP shall be initiated by the Contractor and submitted in accordance with Section C.3.6. Concurrently, the Contractors ECP shall be referenced in a corresponding Failure Analysis Corrective Action Report (FACAR) as specified in E.9.

E.8 Shipment to Government Testing Facility.

E.8.1 The Contractor shall ensure that the Production Verification Testing (PVT) Trailers (E.7) are fully operational and reflect the latest trailer configuration prior to shipment. Under no circumstances shall any PVT Trailer be shipped from the Contractor's facility to the test site until:

a. The FPVI has been completed.

b. All deficiencies disclosed by the FPVI shall be corrected by the Contractor and incorporated on the first production lot of four (4) trailers before the shipment of the PVT Trailers for Government testing. All corrections must be approved by the Government as evidenced by the DD Form 250 signed by an authorized Government Representative.

E.8.2 Transportation charges from the Contractor's plant to and from the YPG shall be the sole responsibility of the Contractor.

E.8.2.1 The ship to address is:

DODAAC: W81R8T  
 PR W04X U.S.A. Yuma Proving Ground  
 Bldg. 2710 Sanchez Street PBO  
 Yuma, AZ 85365-9113

E.9 Failure Analysis Corrective Action Reports (FACARs)

E.9.1 The Contractor will be provided access to all Test Incident Reports (TIRs) released during Government-required tests. Automated TIR receipt via the VISION Digital Library System (VDLS) is contingent upon the security credentials of Contractor personnel; the contractor shall contact the VDLS POC for information on the security requirements necessary to view VDLS. The VDLS POC can be obtained from the VDLS website (via <https://vdlis.atc.army.mil>). Should the Contractor be unable to obtain VDLS access prior to the PVT start, the contractor shall notify the Government immediately and the Government will electronically provide released TIRs to the Contractors TSR. If VDLS access is obtained, then receipt of a TIR is defined as the TIR Release Date. If VDLS access is not obtained, then receipt of a TIR is defined as the date the Government electronically distributes a TIR to the Contractors TSR.

E.9.2 FACAR Submission.

E.9.2.1 FACAR submission shall be IAW CDRL A007.

E.9.2.2 Supporting Documentation. The Contractor shall provide Supporting Documentation (internal assessment, supplier data, vendors analyses, test data, certifications, drawings, digital photographs) for each FACAR in accordance with CDRL A008. The Supporting Documentation shall be submitted in \*.pdf format in conjunction with the FACAR. To track multiple source documents related to a single FACAR, the file name shall be composed of a sequential FACAR numbering system [Supplemental FACAR # - Version # \*.pdf].

For example:

L5 - XXXXXXX-A.pdf ----- 1st document  
 L5 - XXXXXXX-B.pdf ----- 2nd document  
 L5 - XXXXXXX-C.pdf ----- 3rd document

For FACAR revisions, data blocks shall list any additional Supporting Documentation with the new file name.

E.9.2.3 FACAR Structure. Each data block shall retain the following structure:

1st line - Current Date/Name of team member generating the response

**Name of Offeror or Contractor:**

2nd line - Supporting Document file name per E.9.2.3

3rd line - Relevant content/date of the latest Government Corrective Action Review Board (CARB) Notification (if provided)

4th line - Content as described in E.9.2.7

Last line - Action Complete

E.9.2.4 Interim FACARs shall be provided by the Contractor within the following specified time frames

- a. Critical Defect 48 hours after the TIR Release Date.
- b. Major Defect -10 calendar days after the TIR Release Date.
- c. Minor Defect - 20 calendar days after the TIR Release Date.
- d. Information Not Applicable.

E.9.2.5 Final FACARs shall be provided by the Contractor within the following specified time frames:

- a. Critical Defect - 15 calendar days after the TIR Release Date.
- b. Major Defect - 30 calendar days after the TIR Release Date.
- c. Minor Defect - 45 calendar days after the TIR Release Date.
- d. Information Not Applicable.

E.9.2.6 The FACAR shall include the following content:

E.9.2.6.1 Data Block 120: Developers Analysis of the Problem.

1. Disposition of failed item.
2. Statement as to whether this is a pattern failure (if so, the reports of the other failure(s) shall be referenced).
3. Classification failure (independent or dependent).
4. Failure symptoms.
5. Failure mode.
6. Failure analysis methods and results to include a full investigation and analysis of each failed test exhibit at a level necessary to identify the root cause, mechanisms, and effects of that failure on the system.
7. Status of the Contractors final investigation and any supplemental information related to the failure (i.e., any internal contractor assessments, records, reports, correspondence).

E.9.2.6.2 Data Block 121: Status/description of the corrective action.

1. Description of appropriate alternative corrective actions for the individual equipment failed.
2. Status of the technical maturity of the proposed corrective action.
3. Test Work Authorization Document (TWAD) number. If the TWAD is implemented into production, TWADs shall have an associated ECP# unless otherwise authorized by the Government.

E.9.2.6.3 Data Block 122: Test results on the corrective action.

1. Expected useful life, i.e. projections of corrective action effectiveness based on tests and analyses.
2. Recommended corrective action.

E.9.2.6.4 Data Block 123: Planned Production Implementation.

1. Planned coordination effort
2. Measures taken to prevent other failures.
3. Engineering Change Proposal number, if applicable.

E.9.3 FACARs requiring an ECP for production implementation will remain open until the marked up drawings as identified in a draft ECP are approved by the Government.

E.9.4 If the Government determines that a FACAR fails to address the criteria stated in E.9.2.6, the FACAR shall be rejected and a revised FACAR must be submitted.

E.9.4.1 The Government may agree to extend or modify the time period for revised FACAR Submittals. No corrective action shall be implemented until the Contractor receives written notification from the Government that the FACAR is closed. The Government may re-open FACARs due to changes in TIR classification, increased component failure rate, or incomplete and erroneous submittals.

E.9.5 FACAR Revisions.

E.9.5.1 FACAR Revisions shall include all previous FACAR submittals. At the Contractors request, the Government may elect to waive the requirement to re-submit a FACAR for revised TIR if the Government determines that no significant change was recorded in the TIR.

**Name of Offeror or Contractor:**

E.9.5.2 FACAR revisions are required if the Contractor rescinds a TWAD and ECP submittal. FACAR revisions are also required if there are Contractor derived changes following TWAD approval and prior to ECP implementations.

E.9.5.3 Communication challenges internal to the Contractors and subcontractors organizational infrastructure will not absolve the contractor of its responsibilities with respect to the stated FACAR requirements and its associated provisions.

E.9.6 The Contractor shall conspicuously mark, tag, and control each failed test component received from the tester as it corresponds to its respective TIR. All identification markings and taggings placed on a failed test component by the testers shall be maintained with the component. Each failed test component supporting the FACAR process shall not be handled in a manner that may obliterate facts which are viewed by the Government as pertinent to the analysis. The Contractor shall be fully responsible for the storage of each failed test exhibit (regardless of where the storage facility is located) and the item(s) shall remain stored pending disposition of the failure analysis and Government notification and approval.

E.9.8 TIR Revisions. TIR Revisions as annotated in Data Block 1 shall be handled in the same manner as stated in E.9.

E.10 Production Quality: The production quality inspection and test requirements are specified below:

E.11.1 Conformance Inspection (CI) The Contractor shall perform Conformance Inspections on each production trailer and shall consist of a five mile road test without payload. The CI shall be conducted and documented using the Government approved Final Inspection Record (FIR).

E.11.2 Control Test (CT) The Contractor shall perform a Control Test on one (1) trailer selected at random after each lot of no more than 200 trailers are produced. Each CT trailer shall be examined for defects and shall consist of a fifty mile road test with a full payload. The CT shall be conducted and documented using the Government approved FIR. The Government reserves the right to discontinue acceptance of additional trailers until the CT is completed.

E.12 Changes in Manufacturing. After First Article Approval specified in E.2.1, the Contractor shall not make changes in materials, manufacturing methods, subcontractors or processes, or facilities without approval of the Procuring Contracting Officer. In the event of such changes, the Government reserves the right to require additional FPVI at no cost to the government in order to validate that the changes have not adversely affected trailer performance.

E.13 Product Quality Deficiency Reports

E.13.1 The Product Quality Deficiency Report (PQDR) is a Government generated report of a defect or nonconforming condition detected on new or newly reworked Government owned products, premature equipment failures, and products in use that do not fulfill their expected purpose, operation or service due to deficiencies in design, specification, materiel, manufacturing, and workmanship. During the life of the contract, the Contractor shall investigate, provide failure analysis, and propose corrective actions for all PQDRs (Standard Form 368) generated against supplies produced under this contract in accordance with Army Regulation 702-7 and CDRL A005.

E.13.1.1 PQDRs consist of two categories:

(a) Category I PQDR: A report of a product quality deficiency which may cause death, injury, or severe occupational illness; would cause loss or major damage to a weapon system; critically restricts the combat readiness capabilities of the using organization; or which would result in a production line stoppage.

(b) Category II PQDRs: A report of a product quality deficiency which does not meet the criteria set forth in Category I.

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.211-4017 (TACOM)	REQUIREMENTS FOR PRETREATMENTS AND CHEMICAL AGENT RESISTANT COATINGS LOCAL WARREN - PAINTED MATERIEL	MAR/2014

(a) Scope

- (1) This clause applies to contracts requiring Chemical Conversion Coatings and Pretreatments for Metallic Substrates, Chemical Agent Resistant Coating (CARC), and their related materials. The requirements in this clause clarify and supplement those in the contract, unless nullified elsewhere in the contract or through an approved Request for Deviation.
- (2) Coating qualification, spot paint repair, and MIL-DTL-16232 Phosphate Coating, Heavy, Manganese or Zinc Base coatings are not

**Name of Offeror or Contractor:**

within the scope of this clause.

## (b) Definitions

(1) The contracting agency, appropriate agency, procuring authority, engineering authority, procuring agency, and procuring activity is the PCO or designee.

(2) The prime contractor is the company awarded this contract, and the subcontractors comprise all companies involved in providing coated parts to the prime contractor, including companies that apply the coatings.

## (c) General Requirements Clarifications

(1) The government retains the right for onsite verification of the prime contractors and its subcontractors products, processes, procedures, and test reports.

(2) The prime contractor shall be responsible for itself and its subcontractors to produce and maintain detailed process control plans, process control data, pre-production approval testing, ongoing quality control & quality control testing, and test reports. This information shall be available upon government request.

(3) The prime contractor shall immediately notify the PCO and the Defense Contract Management Agency (DCMA) of any failure to meet preproduction and production requirements.

(4) Each cleaning method shall be treated as a separate step in the process documentation.

(5) The Gage Repeatability and Reproducibility (Gage R&R) error shall be less than 30 percent for all process and product measurement systems.

(6) Products with hexavalent chromium, including but not limited to certain fastener finishes, shall not be used. Additionally, CARC topcoats containing siliceous additives to control gloss are prohibited.

(7) CARC primer and CARC topcoat shall not be applied directly to bare metal or plastic, except as provided for in MIL-DTL-53072.

(8) If the contract specifies application of CARC materials over a non-CARC coating, then both CARC primer and CARC topcoat are required. The complete coating system shall meet the requirements for CARC defined in TT-C-490.

(9) Neutral salt spray (NSS) testing shall not be used to validate compliance with materiel life cycle requirements; NSS is a production quality test and does not predict field performance.

## (d) Pre-Production Approval Clarifications

(1) Pre-production testing shall include:

(i) Thickness of each layer of the coating system;

(ii) Coating system adhesion;

(iii) Salt spray performance; and

(iv) For phosphate pretreatments, the phosphate coating weight, crystal size and shape, and scanning electron microscope photos of the phosphate coatings at 500x and 1000x magnification.

(2) Pre-production test samples shall be from the material used for production parts, pieces cut from production representative parts, or production representative parts. Standardized test coupons shall not be used.

(3) Nine samples shall be produced for the required testing and shall include: three cleaned and pretreated test samples, three samples with the complete paint system and, depending on the CARC paint system, either three samples with pretreatment plus primer or three samples with metal-rich primer plus primer.

(4) One or more ISO 17025 laboratories shall conduct pre-production testing on the nine test samples in accordance with (IAW) the applicable test method accreditations. The applicable ISO 17025 test method accreditations include ASTM B117 Salt Spray, ASTM B244 Thickness of Non-Conductive Coatings on Non-Magnetic Metals, ASTM B487 Measurement of Metal and Oxide Coating Thickness, ASTM B499 Thickness of Non-Conductive Coatings on Magnetic Metals, and ASTM D3359 Measuring Adhesion by Tape Test.

(5) Unless required elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.

(6) Test procedures shall be submitted IAW the Contract Data Requirements List (CDRL) DI-NDTI-80603 documenting Pretreatment and Chemical Agent Resistant Coating procedures when this CDRL is included in the contract.

(7) Test reports from the ISO 17025 accredited labs shall be submitted for Pretreatment and Chemical Agent Resistant Coating testing specified in paragraph (d)(4) of this clause IAW the Contract Data Requirements List (CDRL) DI-NDTI-80809 when this CDRL is included in the contract.

## (e) Production Testing Clarifications

(1) At a minimum, ongoing production quality tests shall be conducted and recorded daily for coating adhesion and coating thickness, and monthly for salt spray testing. Use of ISO accredited laboratories is optional for these ongoing tests of production parts.

(2) Production parts or pieces cut from production parts shall be used for ongoing production quality testing. Standardized test coupons shall not be used.

(3) Unless specified elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.

(End of Clause)

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.



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

Page 51 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-9	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-10	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

**Name of Offeror or Contractor:**

ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

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

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

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

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

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

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

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

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

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

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

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

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

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

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

(c) Unique item identifier.

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

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
N/A	N/A
_____	_____
_____	_____

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

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

Page 53 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**Contract Line,  
Subline, or

Exhibit Line Item Number

Item Description

N/A

N/A

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number -N/A-.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number -N/A-.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

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

**Name of Offeror or Contractor:**

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

**Name of Offeror or Contractor:**

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

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

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

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

F-11            52.242-4457            DELIVERY SCHEDULE FOR DELIVERY ORDERS            SEP/2008  
(TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 195 days after the delivery order date; or

(ii) If FAT is not required; FAT is waived; or for subsequent delivery orders to be delivered after initial FAT approval with first delivery order, start deliveries 120 days after delivery order date.

(iii) You will deliver up to 60 units every thirty days.

**Name of Offeror or Contractor:**

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

(d) Accelerated delivery schedule is not acceptable.

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

## (1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

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

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

[End of clause]

F-12

52.247-60  
(WARREN)

GUARANTEED SHIPPING CHARACTERISTICS

APR/2014

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

## (1) To be completed by the offeror:

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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





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

Page 59 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

		San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

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

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

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

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

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

[End of Clause]

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

Page 60 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
G-1 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

This clause will be completed at time of award, reference paragraph (f), -1- through -17-.

(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 System for Award Management 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).

-1-

(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\*

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 61 of 103</b>
	PIIN/SIIN W56HZV-13-R-0209	MOD/AMD

**Name of Offeror or Contractor:**

DCAA Auditor DoDAAC -14-  
Other DoDAAC(s) -15-

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

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

-16-

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

-17-

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

(End of clause)

G-2            252.204-0005            PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE            SEP/2009  
(DFARS PGI)            (DFAS) - Line Item Specific: by Cancellation Date

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]

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

Page 62 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: [http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD\\_RPT01.cfm](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.

## CONTINUATION SHEET

## Reference No. of Document Being Continued

Page 63 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

## Name of Offeror or Contractor:

## SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-11	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-14	52.210-1	MARKET RESEARCH	APR/2011
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-20	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-21	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2014
I-23	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-26	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000	MAY/2014
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL/2014
I-30	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-31	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-32	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-35	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-37	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-39	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	MAY/2014
I-44	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-45	52.232-25	PROMPT PAYMENT	JUL/2013
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-47	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-48	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-49	52.233-1	DISPUTES	MAY/2014
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-52	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-56	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2014
I-57	52.246-23	LIMITATION OF LIABILITY	FEB/1997

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-58	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-59	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-60	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-61	52.248-1	VALUE ENGINEERING	OCT/2010
I-62	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-63	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-64	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-65	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-66	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-67	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-68	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-69	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-70	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-71	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-72	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-73	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-74	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-75	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-76	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/2014
I-77	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-78	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-79	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-80	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-81	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-82	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-83	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-84	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-85	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-86	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-87	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-88	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-89	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-90	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-91	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-92	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-93	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-94	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-95	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-96	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-97	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-98	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-99	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-100	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-101	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-102	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 2, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 5,822;

(2) Any order for a combination of items in excess of 5,822; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0209	<b>Page 65 of 103</b> <b>MOD/AMD</b>
---------------------------	---	---

**Name of Offeror or Contractor:**

subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-103            52.216-22            INDEFINITE QUANTITY            OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) and one-half (1/2) years.

(End of Clause)

I-104            52.232-16            PROGRESS PAYMENTS            APR/2012

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

(a) Computation of amounts.

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

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

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

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

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

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

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

**Name of Offeror or Contractor:**

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

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

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

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

(d) Title.

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

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

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

Page 67 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

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

**Name of Offeror or Contractor:**

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

(i) Reservations of rights.

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

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

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

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

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

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

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

(1) The amounts included are limited to --

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

Page 69 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

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

(End of Clause)

I-105 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S)

DEC/2012

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

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

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

**Name of Offeror or Contractor:**

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

N/A

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

I-106 252.216-7006 ORDERING

MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the date of contract award through five years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-107 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

APR/2010

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

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

**Name of Offeror or Contractor:**

"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).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

**Name of Offeror or Contractor:**

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

**Name of Offeror or Contractor:**

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0209	<b>Page</b> 74 <b>of</b> 103 <b>MOD/AMD</b>
---------------------------	---	--

**Name of Offeror or Contractor:**

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-109                      52.219-28                      POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION                      JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

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

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

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 75 of 103</b>
	PIIN/SIIN W56HZV-13-R-0209	MOD/AMD

**Name of Offeror or Contractor:**

office, along with the contract number and the date on which the rerepresentation was completed:

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

(End of clause)

I-110            52.223-3            HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA            JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

---



---



---

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

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

Page 76 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

I-111 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

## Warning

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

(End of Clause)

I-112 52.252-2 CLAUSES INCORPORATED BY REFERENCE

FEB/1998

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

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

(End of Clause)

I-113 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-114 252.223-7001 HAZARD WARNING LABELS

DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0209 <b>MOD/AMD</b>	<b>Page 78 of 103</b>
---------------------------	--	-----------------------

**Name of Offeror or Contractor:**

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]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 79 of 103**

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRLS)	28-APR-2014	012	DATA
Exhibit B	EXPERIENCE MATRIX	23-DEC-2013	001	DATA
Attachment 0001	LTT CHASSIS TDP - 12450001	12-FEB-2013	532	DATA
Attachment 0002	LTT AMMPS INTEGRATION KIT TDP - 13230E6565	10-APR-2013	198	DATA
Attachment 0003	USMC INTEGRATION KIT TDP - 06008A00	05-JUL-2006	027	DATA
Attachment 0004	CAMO PATTERN DRAWINGS - 13228E1727	17-JUN-2005	005	DATA
Attachment 0005	ATPD - 2171A - LIGHT TACTICAL TRAILER	07-NOV-1990	032	DATA
Attachment 0006	ENGINEERING CHANGE PROPOSAL INSTRUCTIONS	17-JAN-2013	032	DATA
Attachment 0007	TM 9-2330-392-13&P	07-DEC-2012	484	DATA
Attachment 0008	1233172, SAMPLE UID DRAWING	25-JAN-1985	001	DATA
Attachment 0009	LTT PRICING SPREADSHEET	29-APR-2014	011	DATA
Attachment 0010	TEST INCIDENT REPORT (TIR)	01-MAY-2002	005	DATA

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

Page 80 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336212.

(2) The small business size standard is 500.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM 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 provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

(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 PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 81 of 103</b>
	PIIN/SIIN W56HZV-13-R-0209	MOD/AMD

**Name of Offeror or Contractor:**

of performance is specified by the Government.

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

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

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

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

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

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

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

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

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of 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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 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.



**Name of Offeror or Contractor:**

---

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

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

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

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

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

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-13-R-0209

**MOD/AMD**

**Name of Offeror or Contractor:**

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

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

K-9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JUL/2013

(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 (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 85 of 103</b>
	PIIN/SIIN W56HZV-13-R-0209	MOD/AMD

**Name of Offeror or Contractor:**

(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 System for Award Management 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-10            52.225-18            PLACE OF MANUFACTURE            SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

K-11            252.209-7994            REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX            OCT/2013  
 (DEV 2014-            LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR  
 00004)            2014 APPROPRIATIONS (DEV 2014-00004)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds

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

Page 86 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-12	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
------	--------------------------------------	---	----------

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-13	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985
------	------------------------	---------------------------	----------

(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.

**Name of Offeror or Contractor:** \_\_\_\_\_

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-14      52.215-4010      AUTHORIZED NEGOTIATORS      MAR/2013  
(TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

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

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

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

[End of Provision]

K-15      52.223-4002      USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)      OCT/2008  
(TACOM)

(a) Definitions.

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

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

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

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

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

[End of Provision]

K-16      52.225-4003      IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED      MAR/1990  
(TACOM)      KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

**Name of Offeror or Contractor:**

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i)  I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii)  I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

K-17      52.245-4004      CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY      JAN/1991

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there  is  
 is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

will  
 will not  
 may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$\_\_\_\_\_ \$\_\_\_\_\_

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

**Name of Offeror or Contractor:**

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

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

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

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

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

**Name of Offeror or Contractor:**

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

## L.1 PROPOSAL INSTRUCTIONS

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

L.1.2 General: The Offerors proposal shall be submitted in three (3) separate volumes as set forth below. All proposal information must be in the English language. Font size must be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. Number each page and provide an index with each volume. The complete set of volumes will be accompanied by a cover letter prepared on the companys letterhead. Each of the volumes must be separated and labeled as shown below with full pagination. The proposal shall include a volume for each of the evaluation factors. The Offerors proposal shall be uploaded to the ASFI Bid Response System (BRS) website, clearly labeled with volumes divided as follows:

Volume I: Proposal Terms and Conditions (SF33, RFP Sections A-K)

Volume II: Experience Factor

Volume III: Price Factor

L.1.2.1 Paper Copies. Paper copies of offers will not be accepted.

L.1.3 Proposals shall conform to the requirements of this solicitation; no alternate or conditional proposals will be considered in this procurement.

L.1.4 Method of Submission. Offers shall be submitted via the AFSI-BRS website: <https://acquisition.army.mil/asfi/>. NOTE: AFSI website has a 10 MB maximum capacity for each file upload. Refer to the information contained on the ACC-Warren Procurement Network Website <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm> concerning how to submit electronic proposals. In addition, refer to Section L.2 regarding submission of Electronic Proposals. For the Price Factor Volume, spreadsheets shall be in Excel 2007.

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

L.1.6 Procuring Contracting Officer (PCO): Offerors are encouraged to contact the PCO, Dawn M. VanHulle, at [dawn.m.vanhulle.civ@mail.mil](mailto:dawn.m.vanhulle.civ@mail.mil) in order to request an explanation of any aspect of these instructions.

L.1.7 Lateness: The lateness rules for submitted proposals are outlined in FAR 52.215-1(c)(3)(ii)(A), "Instructions to Offerors-Competitive Acquisition," incorporated into this RFP.

L.1.8 All or None. Offers in response to this RFP must be submitted for all the requirements identified in the RFP. Offers submitted for less than all the requirements called for by this RFP will not be considered for award.

## L.2 NOTICE REGARDING ELECTRONIC PROPOSAL SUBMISSION.

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

L.2.2 Offerors are cautioned that an offer is not considered received until the final submission via the Army Single Face to Industry (ASFI) Bid Response System (BRS) and the time stamped bid summary is generated, which is not instantaneous. As such, offerors should begin the file upload well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award. If the ASFI-BRS confirmation time stamp is not prior to the solicitation closing date and time indicated in the solicitation (RFP), the proposal will be rejected as late unless one of the exceptions outlined in FAR 52.215-1 applies.

L.2.3 Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of email bandwidth, offerors may be required to submit proposals in multiple uploads. Due to the expedited evaluation schedule, it is critical that all offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes. It is important to note that up to five files can be uploaded at one time. The combined size of five files cannot exceed 10MB. Break your attachments into smaller files or use the upload utility multiple times if your files exceed the 10MB size limit.

L.2.4 Offerors are requested to the maximum extent practicable not to provide attachments from multiple volumes within messages; each

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0209	<b>Page</b> 91 <b>of</b> 103 <b>MOD/AMD</b>
---------------------------	---	--

**Name of Offeror or Contractor:**

message should include attachments from only one volume.

L.2.5 Electronic Copies. Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

a. Files in either MS Windows Vista/Microsoft Office 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is unacceptable.

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

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

L.2.6 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers: (c) If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer will immediately notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for determining timeliness under 15.208(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the contracting officer. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" as described above.

L.3 PROPOSAL INSTRUCTIONS, FORMAT AND CONTENT

L.3.1 ACQUISITION SOURCE SELECTION INTERACTIVE SUPPORT TOOL (ASSIST) AND ASSIST2INDUSTRY (A2I). During the conduct of this acquisition, the Government will use the Acquisition Source Selection Interactive Support Tool (ASSIST) to support the proposal evaluation and source selection process. A separate tool, the ASSIST2Industry (A2I), is used in conjunction with ASSIST to accomplish all exchanges with Offerors after receipt of proposals pursuant to Federal Acquisition Regulation (FAR) 15.306. A2I provides the Government the ability to issue, and the Offerors to receive and respond to, Evaluation Notices (ENs) in a secure online environment. Therefore, Offerors must use A2I throughout this acquisition.

L.3.1.1 A2I SYSTEM REQUIREMENTS. A2I supports Microsoft Internet Explorer versions 9 and above and Firefox.

L.3.1.2 OFFEROR ACCESS TO A2I. In order to be granted access to A2I, the Offeror must identify in its proposal cover letter, in accordance with L.3.1.1, the names, company titles, telephone numbers, and email addresses of two (2) individuals designated as responsible for receiving and responding to Government ENs through A2I. The intent of designating only two (2) individuals is to limit access to only those individuals and to ensure availability of one individual if the other individual is not available. In the event a replacement designee is required, the Offeror shall submit a written request with the name, company title, telephone number and email address to the Contracting Officer. The Contracting Officer reserves the right to treat replacement requests as a minor error clarification under FAR 15.306(a)(2).

After the solicitations closing date, the Government will establish an A2I account for each of the designated individuals. The designated individuals will receive two (2) separate system-generated emails: (a) an e-mail containing the individuals A2I username and (b) an e-mail containing the individuals temporary password. Within three (3) days of receiving the username and temporary password, each individual must visit <https://ASSIST2Industry.army.mil> to access their account. NOTE: The first time a user logs in, the user is required to change the temporary password before proceeding to use the site. Refer to the user guide available on the A2I site for any questions. Offerors may contact the A2I helpdesk at (609) 562-4100, (609) 562-7050, or (609) 562-7031 for technical assistance.

Offerors are cautioned that the system generated e-mails referred to above are intended for administrative purposes only. Receipt of these e-mails does not constitute the commencement of any type of exchange with the offeror in accordance with FAR 15.306(a), (b), or (d) (i.e., clarifications, communications, or discussions). It also does not signify that a competitive range determination in accordance with FAR 15.306(c) has been made or that the offerors proposal will be included in the competitive range when that determination is made.

The Contracting Officer will use a medium independent of A2I (e.g., e-mail) to provide the Offerors designated individuals notice of the following: (a) commencement of any type of exchanges; (b) inclusion or exclusion from the competitive range and (c) whenever ENs are in A2I awaiting a response.

L.3.2 Extreme care and attention should be given to ensure that all required items are included in the proposal.

L.3.2.1 The Contractor shall provide an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message.

L.3.3 VOLUME I: PROPOSAL TERMS & CONDITIONS; In this Volume Offerors shall provide:

**Name of Offeror or Contractor:**

L.3.3.1 A scanned image of a signed copy of the SF 33 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Fill-in blocks on the SF 33 include blocks 12, 13, 15A, 15B, 16, 17, and 18.

L.3.3.2 One copy of this solicitation (Sections A-K) with all clause and other fill-ins completed. System for Award Management (SAM) certifications need not be separately submitted.

L.3.3.3 An affirmative statement that the Offeror proposes to meet all the requirements of Section C.

L.3.3.4 A statement of agreement to all the terms, conditions and provisions of this solicitation.

L.3.4 Organizational Conflict of Interest.

L.3.4.1 The Offeror shall provide an affirmative statement that the Offeror does not have an Organizational Conflict of Interest as it applies to this solicitation.

L.3.4.2 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award under this solicitation. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.3.4.3 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

L.4 VOLUME II: EXPERIENCE FACTOR

The Offerors Experience proposal shall include the following:

L.4.1 The Offeror shall identify no more than three (3) contracts/delivery orders, work directives, task orders, or calls, as performed by the Offeror itself or by the Offerors proposed material or service suppliers/subcontractors, which are recent and relevant to the scopes of work specified in paragraphs L.4.3.1-L.4.3.3 below. The Government will not consider the past experience of individuals in its evaluation under the Experience Factor (only corporate experience under prior Contracts/Delivery or Task Orders will be considered).

L.4.2 Recent Contracts. Recent Contracts/Orders are those performed within three years (36 months) of the date of issuance of this RFP.

L.4.3 Relevant Contracts. Relevant contracts/delivery orders, work directives, task orders, or calls are those described below. Where prior relevant experience is under a broader Blanket Purchase Agreement (BPA) or Indefinite Delivery Indefinite Quantity (IDIQ)-type contract, do not just cite the broader BPA or IDIQ Contract. Rather, include the specific individual delivery order, work directives, task order, or call, which you consider to be reflective of relevant prior experience. In accordance with section L.4.1 above, each prior contracts/delivery orders, work directives, task orders, or calls identified by the Offeror as being applicable, will be evaluated based upon the extent to which prior experience is relevant to RFP requirements.

Specifically, the extent of relevant Experience with the following RFP requirements will be assessed by the Government:

L.4.3.1 Manufacturing trailers or vehicles in accordance with a Technical Data Package.

L.4.3.2 Average monthly production quantities that reflect the capability to manufacture up to 100 LTT trailers per month.

L.4.3.3 Manufacturing experience with aluminum techniques or practices that include: extrusions, welding, forming, stamping, bending and riveting.

L.4.4 For each of the up to three (3) recent and relevant contracts/task orders identified, the Offeror shall provide the following:

(a) Contract Number

(b) Contract type

(c) Contract performance period

(d) Government or commercial contracting activity address, telephone number, and E-mail address

(e) Procuring Contracting Officer's (PCO's) name, telephone number and E-mail address

**Name of Offeror or Contractor:**

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

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

(h) Copies of all Scope of Work paragraphs of the contracts/orders reflecting Experience which is relevant to the to the relevance considerations cited above in paragraphs L.4.3.1-L.4.3.3.

(i) A discussion of specific similarities between these contract scopes of work and the scope in Section C/Purchase Description herein.

Failure to provide the information requested under paragraph L.4.4, so that the Government can evaluate the recency and relevance of claimed experience, may result in an assessment that prior experience lacks relevance or recency.

L.4.4.1 Experience Information. It is the Offeror's responsibility to submit thorough and complete information required for the Government to conduct the evaluation of its Experience proposal. It is not the Government's responsibility to search for information omitted from the Offeror's proposal. However, Offerors are advised that the Government may at its discretion contact the references the Offeror provides and/or may contact internal Government or private sources with knowledge of the Experience cited in the Offeror's proposal to validate or gain a better understanding of the relevance of the Offeror's proposed Experience.

L.4.5 Cross-Reference Matrix: The Offeror shall also complete the matrix at Exhibit B, Experience Matrix, of this RFP. The matrix identifies the relevance considerations in the first row. The offeror shall list each of the up to three (3) prior contracts/orders in the left margin of each chart. These contracts should match the types of experience the Government will be using for evaluation purposes. The offeror shall identify recent/relevant contracts under each of the relevance considerations, through placement of an (X) in the applicable matrix boxes. The offeror may include a brief description in the matrix of the extent of any similarities. However, any brief narrative provided in the chart itself will not be a substitute for the narrative required discussing the experience factor as required by L.4.4(i) above.

**L.5 VOLUME III: PRICE FACTOR**

L.5.1 The Price volume shall include supporting information/data in sufficient detail to enable the Government to evaluate the reasonableness of the Offerors proposed price.

L.5.1.1 Through completion of the Price Factor Spreadsheet (Section J Attachment 0009), the offeror shall provide their proposed prices. Offerors shall not provide any pricing information in Section B.

L.5.2 Instructions. Offerors shall comply with the Price Factor Spreadsheet, Section J Attachment 0009, Instructions for Completion of Offerors Spread Sheets.

L.5.2.1 In this Volume offerors shall provide the following:

a. Prices for all CLINs set forth in Section B. All prices as well as any pricing information provided as a result of these instructions shall be in U.S. Dollars. Offerors shall only input amounts into the cells that are shaded in YELLOW. Offerors are not allowed to manipulate the spreadsheet or cells that are locked. Supporting narrative shall be in Microsoft Word or pdf format.

b. Offerors shall identify any escalation rates used in the calculation of the prices for ordering years two through five and shall describe the basis for any such escalation rates.

c. The offerors Price volume shall also identify: (a) any judgmental characteristics applied and the mathematical or other methods used in the estimate and (b) the nature and amount of any contingencies or adjustments included in the proposed price amounts.

d. The Offeror shall provide the information in the attached Pricing Spreadsheet (Attachment 0009) on a per unit basis for all CLINs, as specified in the Attachment. The offeror shall also provide the information in the Pricing Spreadsheet (Attachment 0009) for the Price breakdowns of the LTTs, AMMPS kits, and MCC kits.

L.5.3 Offerors shall provide pricing information to support the proposed prices for all CLINs including, but not limited to, any offered discounts, or other verifiable and established records that are regularly maintained by the vendor and are published or otherwise available for customer inspection. The above information is intended to establish the reasonableness of the Offeror's proposed prices.

L.5.4 In addition to the above information, the Government reserves the right, as a clarification or discussion under FAR 15.306, to request additional or more detailed price breakdown data to support its determination of price reasonableness.

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

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

Page 94 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	52.237-1	SITE VISIT	APR/1984
L-9	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-10	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-11	252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
L-12	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-13	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010
------	-----------	--	----------

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

(c) The contracting officer reserves the right to require the offeror to submit the information described in (1) below to determine reasonableness of the offered price(s). If that information is inapplicable or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (2) below.

(1) The offeror shall, at a minimum, submit information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(a) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy of, or describe, current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(b) For catalog, price list or other items, evidence of prices charged customers in the commercial market, under similar circumstances. This may include copies of contracts (or invoices) with commercial customers to document the prices charged.

(2) If the contracting officer determines the submitted information to be inadequate, the offeror shall submit a breakdown of the elements of cost (material, labor, overheads, other direct costs, packaging, G&A, profit or fee, etc.) used in the development of (or to support) the proposed price. For each of these elements of cost, the contracting officer reserves the right to require the offeror to also provide enough supporting detail or rationale to enable the contracting officer to evaluate the reasonableness of the cost element(s) (FAR 15.403-1(c)(3)(ii)(c)).

(End of clause)

L-14	52.216-1	TYPE OF CONTRACT	APR/1984
------	----------	------------------	----------

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 95 of 103</b>
	PIIN/SIIN W56HZV-13-R-0209 MOD/AMD	

**Name of Offeror or Contractor:**

(End of Provision)

L-15            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 (Army Contracting Command - Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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

(End of Provision)

L-16            52.211-1            AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL            AUG/1998  
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART  
101-29

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

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-17            52.211-2            AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS            MAY/2014  
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION  
INFORMATION SYSTEM (ASSIST)

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

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

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

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

(End of Provision)





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

Page 98 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see [http://www.acq.osd.mil/dpap/cpic/cp/abilityone\\_program.html](http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html)

[End of provision]

L-24

52.233-4001

HQ-AMC LEVEL PROTEST PROCEDURES

OCT/2013

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

[End of Provision]

L-25

52.245-4002  
(TACOM)ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL  
TOOLING

MAR/1996

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

## M.1 BASIS FOR AWARD

## M.1.1 GENERAL:

The Government plans to award one contract to acquire the Light Tactical Trailer (LTT) Chassis, Advance Medium Mobile Power Sources (AMMPS) integration kits and Marine Corps Chassis (MCC) integration kits as a result of this solicitation, subject to the provisions contained herein. The evaluation of proposals submitted in response to this solicitation will be conducted on a Best Value basis using Source Selection Trade-Off Procedures.

The Source Selection Authority (SSA), in making the final Source Selection Trade-Off judgment, will weigh the merits of the Non-Price Factors against the evaluated Price in arriving at the final Source Selection Decision. As part of the Best Value determination, the relative strengths/weaknesses and risks of each Offeror's proposal in the Non-Price Factor as well as the total evaluated Price shall be considered in selecting the offer which is most advantageous and represents the Best Value to the Government. This determination may result in an award that is not necessarily that with the lowest evaluated Price.

M.1.2 Selection of the successful Offeror will be made following an assessment of each proposal against the requirements described herein and the Evaluation Criteria set forth below.

## M.2 General

M.2.1 The Government intends to award a single contract for this requirement that represents the Best Value to the Government, to the Offeror whose proposal meets all the material requirements of this solicitation, and who meets all of the responsibility criteria at FAR 9.104.

M.2.2 The Government reserves the right to make no award as a result of this solicitation.

M.2.3 Award Without Discussions. This solicitation includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises Offerors that the Government intends to make award without conducting discussions. Where awards will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms with respect to the Price and Non-Price Factor. However, the Government reserves the right to hold discussions, if necessary. If the Contracting Officer determines that the number of proposals that would otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.2.4 The Government reserves the right to discuss with any Offeror the information it included in its proposal pursuant to Section L, provision L.3.3, Potential Organizational Conflicts of Interest (OCI) for Proposed Contract. This enables the Contracting Officer to express any concerns he/she may have about the sufficiency or effectiveness of the Offerors proposed mitigation strategy or strategies to deal with any potential OCIs. The Contracting Officer may initiate such dialog at any time during the evaluation of proposals. Should the Contracting Officer initiate such a dialog with an Offeror prior to establishment of the competitive range, such action by the Contracting Officer shall not represent the opening of negotiations or discussions. Similarly, should the Contracting Officer initiate such a dialog with an Offeror after any request for final proposal revisions, such action by the Contracting Officer shall not constitute a re-opening of negotiations or discussions.

## M.3 REJECTION OF OFFERS

M.3.1 Offerors shall carefully read, understand, and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer, in writing before the closing date of this solicitation. In accordance with FAR 52.215-1, Instructions to Offerors Competitive Acquisition, the Government may reject any or all proposals if such action is in the Government's interests.

M.3.1.2 The Government may reject any Offerors proposal that fails to meaningfully comply with the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of when an Offerors proposal fails to meaningfully comply include:

M.3.1.2.1 When a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms and does not provide support and elaboration as specified in Section L of this solicitation.

M.3.1.2.2 A proposal fails to provide any of the data and information required in Section L.

M.3.1.2.3 A proposal provides some data but omits significant material data and information required by Section L.

M.3.1.2.4 A proposal merely repeats the contracts Scope of Work without elaboration.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0209	<b>Page</b> 100 <b>of</b> 103 <b>MOD/AMD</b>
---------------------------	---	---

**Name of Offeror or Contractor:**

M.3.1.3 The Government may reject any Offerors proposal that contains unbalanced cost/pricing. Unbalanced cost/pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

M.3.1.4 The Government may reject any Offerors proposal that the proposal offers a product or service that does not meet all stated material requirements of the solicitation.

M.3.1.5 The Government may reject any Offerors proposal that takes exceptions to the attachments, exhibits, enclosures, or other solicitation terms and conditions.

M.3.1.6 The Government may reject any Offerors proposal that contains one or more Organizational Conflicts of Interest (OCI) for which sufficient negation or mitigation has not been proposed. Refer to Section L of this solicitation, provision L.3.3, Potential Organizational Conflicts of Interest for Proposed Contract.

**M.3.2 SOURCE SELECTION AUTHORITY**

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

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

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

**M.3.4 RESPONSIBILITY**

M.3.4.1 Determination of Responsibility and Eligibility for Award. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who can satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. See also TACOM clause 52.209-4011. In addition, the Government may assess the offerors financial ability to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or its Significant Subcontractors) to aid the PCO in the evaluation of each offerors proposal and ensure that a selected Contractor is responsible. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

a. Perform a necessary Pre-Award Survey, or

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

**M.3.5 IMPORTANCE OF PRICE FACTOR.**

All the factors contained in each proposal will be evaluated. However, the closer the Offerors evaluations are in the non-Price Factors, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Factors as stated, Price may be the controlling factor when:

M.3.5.1 Proposals are considered approximately equal in non-Price Factors; or

M.3.5.2 An otherwise superior proposal is unaffordable; or

M.3.5.3 The advantages of a higher rated, higher Price proposal are not considered to be worth the Price premium.

**M.3.6 SOURCE SELECTION TRADE-OFF PROCESS.**

This solicitation represents a Best Value acquisition using a Source Selection Trade-Off process. The Source Selection Authority, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-Price Factors against the evaluated Price in arriving at the final Source Selection decision. As part of the best value determination, the relative strengths, weaknesses and risks of each Offerors proposal in the non-Price Factors as well as the total evaluated Price shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated Price.

**M.3.7 EVALUATION CRITERIA:**

**Name of Offeror or Contractor:**

M.3.7.1 The Government will assess each Offeror on two(2) Factors: (1) Experience and (2) Price.

M.3.7.2 The Experience Factor is significantly more important than the Price Factor.

M.3.8 TRADEOFF PROCESS EVALUATION FACTORS AND RELATIVE IMPORTANCE.

M.3.8.1 Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L and against the solicitation requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor.

M.4 Experience Factor:

M.4.1 The Government will assess the expectation that the offeror will successfully perform the required effort. This assessment will result in the application of a Confidence Rating which will be based upon the extent to which recent prior experience is relevant to the following solicitation requirements:

M.4.1.1 Manufacturing trailers or vehicles in accordance with a Technical Data Package.

M.4.1.2 Average monthly production quantities that reflect the capability to manufacture up to 100 LTT trailers per month.

M.4.1.3 Manufacturing experience with aluminum techniques or practices that include: extrusions, welding, forming, stamping, bending, and riveting.

M.4.2 Even where the offeror's proposal identifies experience for either itself or any proposed material or service suppliers/subcontractors, the Government will consider whether the benefits of this experience will ever be employed/realized should the offeror subsequently be awarded a contract. Accordingly, any prime or subcontractor experience which is identified in the offeror's Experience Factor proposal, but the offeror's proposal under the Price Factor does not clearly support that this experience is intended to be used by the offeror during contract performance, will be discounted in whole or in part. The offeror may also be evaluated based on other internal Government or private source information.

M.5 Price Factor:

M.5.1 The Government will evaluate the Offerors proposed prices on the items identified in Section B for reasonableness. Reasonableness is interpreted to mean that the Price, in its nature and amount, does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.5.2 The price evaluation will also yield a total evaluated price amount that will be considered in the trade-off evaluation. The total evaluated price amount shall include all CLINs and evaluation of Transportation Costs for the initial delivery quantity of 505 each. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities in Section J Attachment 0009.

The total evaluated price shall consist of the sum of:

(1) The total proposed price based on the total cumulative quantities for the following CLINs (as calculated in Attachment 0009):

	<u>QUANTITY</u>
0011 1st Order Year Heavy Chassis	996
0012 2nd Order Year Heavy Chassis	1,522
0013 3rd Order Year Heavy Chassis	1,100
0014 4th Order Year Heavy Chassis	1,100
0015 5th Order Year Heavy Chassis	1,100
0016 LTT Heavy Chassis FPVI	4
0017 AMMPS Integration Kit FPVI	3
0018 Test Support	1
0021 1st Order Year AMMPS Kit with Installation	797
0022 2nd Order Year -AMMPS Kit with Installation	1,322
0023 3rd Order Year AMMPS Kit with Installation	900
0024 4th Order Year AMMPS Kit with Installation	900
0025 5th Order Year AMMPS Kit with Installation	900
0031 1st Order Year MCC Kit with Installation	200
0032 2nd Order Year MCC Kit with Installation	200
0033 3rd Order Year MCC Kit with Installation	200
0034 4th Order Year MCC Kit with Installation	200
0035 5th Order Year MCC Kit with Installation	200

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-13-R-0209 <b>MOD/AMD</b>	<b>Page</b> 102 <b>of</b> 103
---------------------------	---	-------------------------------

**Name of Offeror or Contractor:**

(2) Transportation costs will be added to the total evaluated price as provided in TACOM Clause, 52.247-4006 Method of Evaluation for F.O.B. Origin Transportation Offers. For price evaluation purposes, only transportation costs for the initial delivery quantity of 505 each will be evaluated. For evaluation purposes only, transportation costs will be added for 505 each Heavy Chassis to destinations as follows:

<u>LOCATION</u>	<u>QUANTITY</u>
Ship in Place	1 Heavy Chassis Trailer
Yuma, AZ	3 Heavy Chassis Trailers with AMMPS Integration Kit Installed
Tobyhanna Army Depot, PA	496 Heavy Chassis Trailer with AMMPS Integration Kit Installed
Marine Corps Logistics Base, GA	5 Heavy Chassis Trailer with MCC Integration Kit Installed

M.5.3 The Government may make a determination of reasonableness by any means allowable under FAR 15.404-1, but reserves the right to utilize any data other than certified cost or pricing data submitted to the extent it is deemed necessary.

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-2	52.247-4006 (TACOM)	METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS	MAR/2014

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

STCC: STCC 6001-AP STCC ITEM NO.: 3715116  
 NMFC: STB NMF 100-AN NMFC ITEM NO: 189140

[End of Provision]

M-3	52.247-4457 (TACOM)	EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS	MAR/2006
-----	------------------------	--	----------

We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 505, excluding any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (c) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excluding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

1	TO	Ship in Place
3	TO	Yuma, AZ
496	TO	Tobyhanna Army Depot, PA

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

Page 103 of 103

PIIN/SIIN W56HZV-13-R-0209

MOD/AMD

**Name of Offeror or Contractor:**

5 TO Marine Corps Logistics Base, GA

[End of Provision]

M-4 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001  
(TACOM)

(a) We'll award a contract to the offeror that:

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

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

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

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

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

[End of Provision]

M-5 52.216-4006 METHOD OF PRICE EVALUATION NOV/2007  
(TACOM)

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]