

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 88	Pages
2. Contract Number		3. Solicitation Number W56HZV-13-R-0452		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2013DEC20	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-AHL-A WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV		8. Address Offer To (If Other Than Item 7)			
6. Requisition/Purchase Number 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 01:00pm (hour) local time 2014JAN30 (Date).

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

10. For Information	A. Name ROBIN JEDRZEJEK	B. Telephone (No Collect Calls)			C. E-mail Address ROBIN.JEDRZEJEK@US.ARMY.MIL
Call:		Area Code (586)	Number 282-8388	Ext.	

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

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

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MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ROBIN JEDRZEJEK
Buyer Office Symbol/Telephone Number: CCTA-AHL-A/(586)282-8388
Type of Contract: Firm Fixed Price
Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

1. The Bradley Engineering Change Proposal 1 (ECP1) solicitation is issued for the acquisition of ECP1 Vehicle modifications through installation of Track Kits, Shock Absorber Kits, Vehicle Suspension Support System kits, and Heavy Weight Torsion Bar kits on to the Bradley Fighting Vehicle, in addition to minor Logistics support. This minor logistics support includes performing joint inspections with the units; assisting the PM ABCT MWO coordinators in joint New Material Introduction Brief (NMIB) to unit representatives; developing, maintaining, and delivering a Material Requirements List (MRL); providing New Equipment Training (NET); and performing a 10 kilometer road test.
2. The resulting contract will be a four year, firm-fixed-price Indefinite Delivery Indefinite Quantity (IDIQ) contract. Refer to Section B for the CLIN Structure and Ordering Information.
3. The guaranteed minimum quantity for this IDIQ contract is 120 ECP1 vehicles CLIN (0011), and one Lot each of the following: NET Training (CLIN 0031), ASL, BII, STTE (CLIN 0041) and Training Materials (CLIN 0051). The contract minimum will be ordered in Delivery Order 0001, shortly after the IDIQ contract is awarded. After the contract minimum quantity has been ordered by the Government, the Government will not have any obligation to purchase further ECP1 Vehicle modifications, or any other CLINs under this contract.
4. This requirement is subject to Full and Open Competition. A single contract award is anticipated to the source which represents a best value acquisition using a source selection trade-off process. Proposals will be evaluated using a trade-off process to determine which proposal provides the most advantageous and realistic proposal (i.e., best value) considering four factors: 1) Experience 2) Technical; 3) Price; and 4) Small Business. Award will be made to the responsible offer whose proposal represents the best value to the Government. This may not be the Offeror with the lowest cost and price. This acquisition will be awarded as all or nothing.
5. The Government reserves the right to award based on initial proposals. In accordance with FAR 52.215-1(f) (4), the Government intends to evaluate proposals and award a contract without discussions with the offerors (except clarifications as described in FAR 15.306). Thus, each Offeror must be cognizant to include any and all information requested in the solicitation at time of submittal to avoid being determined non-responsible and considered for contract award. However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be in the best interest of the Government. If a competitive range is established, the Government 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. The Government anticipates receiving adequate price competition under this solicitation; therefore, certified cost or pricing data is not required to be submitted with the proposal. However, in the event the Contracting Officer determines that adequate price competition does not exist, the Government reserves the right to require that cost or pricing data be submitted in accordance with 252.215-7008.
6. A Small Business Subcontracting Plan is required at the time of proposal submission (reference Section I) FAR Clause 52.219-9 Alt II, Section L, TACOM clause 52.219-4005, and Section L, paragraph L.6.3.(c). The Electronic Subcontracting Reporting System (eSRS) must be used for all applicable subcontracting reporting periods. Training is available on the eSRS website at <http://www.esrs.gov>.
7. The Government intends to incorporate sections of the successful Offerors proposal with respect to the Fill-In prices for all CLINs (to include the Range Prices for CLINs 0011-0014) submitted in its Attachment 0001- Pricing Matrix, as well as any submitted Subcontracting Plan. The Government reserves the right to incorporate additional proposal information
8. This RFP contains Controlled Unclassified Information (CUI) (including FOUO and Export Controlled Information) that will only be sent upon an approved request.
How to request FOUO and Export Controlled Information:
 - (a) Locate the announcements containing the documents on Federal Business Opportunities. Direct links are available at <http://contracting.tacom.army.mil/> or search at www.fbo.gov for solicitation W56HZV13R0452 or <https://www.fbo.gov/fedteds/W56HZV13R0452>
 - (b) Log into FBO using your existing account or create a new account.
 - (c) Once you log in, click on the files that you would like access to using the links on the right side of the page.
 - (d) FBO will prompt you for your firms MPIN (Marketing Partner ID Number). This is tied to your CAGE code. Contact the CCR helpdesk if you have issues locating this.

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Name of Offeror or Contractor:

(e) Once the request has been made, an automated email will be generated to the Government reviewer.

(f) Requests for CUI documents shall be made to the Contract Specialist via email at robin.a.jedzejek.civ@mail.mil with the Subject (Name of Requesting Firm-Request for W56HZV-13-R-0452 CUI Documentation). Requests shall completely address all information identified below, incomplete requests will not be considered. The Government reserves the right to request additional information as required. The Offeror shall state in their request that the Offeror in possession of the documents will comply with the Guidelines for CUI identified in Attachment 0022.

(g) CUI will only be provided to the Data Custodian of qualified U.S. contractors who have been certified by DLAs Joint Certification Program. See .dlis.dla.mil/jcp/. Requests for FOUO and Export Controlled information must first be requested through the Federal Business Opportunities (FBO) website and then followed by an e-mail that includes the information detailed below. Foreign companies must submit requests for CUI through their embassy in the United States. If you are not yet an established DOD contractor, additional procedures may apply.

(h) An email request for any CUI must clearly state the subject: "Request for Bradley Drawings."

The content of the email shall include:

- i) Company name
- ii) Representative requesting information (along with phone number)
- iii) Company cage code
- iv) NDA will all fill-ins, completed entirely and submit it within the requesting email

The Cage Code provided in the DD Form 2345 must match the Cage Code provided in the FedBizOpps request.

The information provided will be verified by the Government. Once this is complete, the Government approver will approve the access in FBO. You will receive an automated email and can then access the documents.

The below Attachments contain CUI:

- Attachment 0008 MWO 9-2350-403-55-1 T161 track System (Dual Pin System)
- Attachment 0008a 12496774 - Suspension Installation
- Attachment 0008b 12496775 - Roadwheel Lifter
- Attachment 0008c 7083799 - Track Fixture
- Attachment 0008d 57K6723 - Center Guide Kit
- Attachment 0008e 57K6724 - End Connector Kit
- Attachment 0008f 57K6725 - Pad Kit
- Attachment 0008g 12496790 - Molded Track Pin
- Attachment 0008h 12496792 - Molded Track Block
- Attachment 0008i 12496785 - Molded Track Pad
- Attachment 0008j 12496789 - Track Link
- Attachment 0009 57K6627 T161 Track Mod Kit
- Attachment 0010 12496801 T161 Track Mod Kit Installation Instructions
- Attachment 0011 MWO 9-2350-408-55-4 Heavy Weight Torsion Bar
- Attachment 0011a 57K0391 - Repair Kit
- Attachment 0011b 12296957 - Installing Tool Bearing
- Attachment 0011c 2590157 - Drift Pin
- Attachment 0011d 12298091 - T157-I Roadwheel Lifter
- Attachment 0011e 12496775 - T161 Roadwheel Lifter
- Attachment 0011f 5573615 - Puller Slide
- Attachment 0011g 12298145 - Shock Absorber Remover
- Attachment 0011h 12298092 - Torsion Bar Extractor
- Attachment 0011i 12520465 - Torsion Bar
- Attachment 0011j 12520482 - Torsion Bar Suspension
- Attachment 0012 57K6681 - Torsion Bar Mod Kit
- Attachment 0013 12520480 - Torsion Bar Mod Kit Installation Instructions
- Attachment 0014 MWO 9-2350-408-55-2 Vehicle Shock Absorber System
- Attachment 0014a 12296957 - Installing Tool Bearing
- Attachment 0014b 12298145 - Shock Absorber Remover
- Attachment 0014c 12298092 - Torsion Bar Extractor
- Attachment 0014d 12520477 - Shock Absorber
- Attachment 0015 57K6769 Shock Absorber Mod Kit
- Attachment 0016 12556023 Shock Absorber Mod Kit Installation Instructions
- Attachment 0017 MWO 9-2350-408-55-3 Vehicle Suspension Roadarm System
- Attachment 0017a 12520468 - Support Assembly Suspension

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Name of Offeror or Contractor:

Attachment 0017b 12296957 - Installing Tool Bearing
Attachment 0017c 12298091 - T157-I Roadwheel Lifter
Attachment 0017d 12496775 - T161 Roadwheel Lifter
Attachment 0017e 12298145 - Shock Absorber Remover
Attachment 0017f 12298092 - Torsion Bar Extractor
Attachment 0017g 12520479 - Road Arm Bearing
Attachment 0018 57K6692 Vehicle Suspension Roadarm System Mod Kit
Attachment 0019 12520481 Vehicle Suspension Roadarm System Installations

Any CUI material held by an Offeror not awarded a Bradley ECP1 contract shall be destroyed in accordance with the Controlled Unclassified Information guidelines listed below 30 days after award of the Bradley ECP1 contract or cancellation of this RFP. See Guidelines for Controlled Unclassified Information (Attachment 0022).

*** END OF NARRATIVE A0001 ***

<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 (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

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

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

(d) Requirements for the online ASFI bid submission:

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

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

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV13R0452

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

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

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

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

(e) Note to offerors:

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

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government

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Name of Offeror or Contractor:

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of Provision]

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

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See DFARS clause 252.232-7003, entitled Electronic Submission of Payment Requests and Receiving Reports). Under WAWF-RA, vendors electronically submit (and track) invoices, and receipt and acceptance documents and reports. Submission of hard copy DD250 and invoices is no longer acceptable for payment purposes.

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

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

Name of Offeror or Contractor:

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CLIN Structure. In the four digit Contract Line Item Numbers (CLINS) that follow, the numbering system that is used is as follows:

B.1.1 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.

B.1.2 Unless separately priced as laid out on the CLIN structure of the contract, all scope requirements are assumed to be priced within the vehicle unit price and range pricing represented in CLINS 0011-0014

B.2 Ordering Period Schedule. The following definitions apply to the contract:

First ordering period of the contract is the date of award plus 364 days.

Second ordering period of the contract is 365 days through 729 days after contract award.

Third ordering period of the contract is 730 days through 1,094 days after contract award.

Fourth ordering period of the contract is 1,095 days through 1,459 days after contract award.

Note: The price applicable to an individual order is the price for the ordering period in which the order is issued. The delivery date does not determine the ordering year.

B.2.1 Ordering Price for ECPL Vehicles

The range quantity unit prices listed in CLINS 0011-0014 will be the unit prices established for each Delivery Order. Should any subsequent quantities be added to the Delivery Order through modification, or a new Delivery Order established with additional quantities within 14 business days, the Government has the unilateral right to adjust the previously awarded Delivery Order unit price based on the total cumulative quantity ordered within the 14-day window.

Example: (Note all quantity ranges/prices are for illustrative purposes only):

CLIN 0011	Range	Unit Price
	100-200	\$5,000.00 each
	200-300	\$4,500.00 each
	300-400	\$4,000.00 each
	400-500	\$3,500.00 each
	500 and above	\$3,000.00 each

On 15 December 2014, the Government, under Delivery Order 0001, awards 120 each ECPL Vehicles at a unit price of \$5,000.00 each. On 20 December 2014, the Government, under Delivery Order 0002, awards an additional 120 each ECPL Vehicles. So, the total quantity of ECPL Vehicles awarded within 14 business days is 240 each. The 120 each ECPL Vehicles under Delivery Order 0002, are awarded at a unit price of \$4,500.00 each, and the unit price for the 120 each ECPL Vehicles and installation previously awarded by Delivery Order 0001 is adjusted from \$5,000.00 each to \$4,500.00 each.

B.2.2. Ordering Locations

During performance of this contract, ECPL vehicle installations will take place at one location at a time; however, the contractor may begin set-up of installation at the next location 15 days prior to actual installation.

B.3. Order Limitations. There are no Order limitations in this contract. The Government may execute CLIN quantities to a new Delivery Order, or any existing Delivery Order, subject to the Ordering Period schedule and Ordering prices set forth in this contract.

B.4 Ordering Authority. In accordance with clause 252.216-7006- Ordering, orders against the resulting contract shall only be placed by a Contracting Officer within the Army Contracting Command Warren (ACC-Warren). No other orders shall be accepted.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0011	<p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>The information presented below applies to Item No. 0011 Through 0014:</p> <p>Minimum 4-Year Quantity: 120 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 4 Year Quantity: 1080 EACH</p> <p>ONLY THE MINIMUM 4 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>ECP 1 VEHICLE ORDERING PERIOD 1</u></p> <p>COMMODITY NAME: ORDERING PERIOD 1</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>119</td> <td>\$</td> </tr> <tr> <td>120</td> <td>200</td> <td>\$</td> </tr> <tr> <td>201</td> <td>300</td> <td>\$</td> </tr> <tr> <td>301</td> <td>400</td> <td>\$</td> </tr> <tr> <td>401</td> <td>500</td> <td>\$</td> </tr> <tr> <td>501</td> <td>600</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</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>	FROM	TO	UNIT PRICE	1	119	\$	120	200	\$	201	300	\$	301	400	\$	401	500	\$	501	600	\$			See Range Pricing	\$ _____
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0012	<p>ECP 1 VEHICLE ORDERING PERIOD 2</p> <p>COMMODITY NAME: ORDERING PERIOD 2</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>119</td> <td>\$</td> </tr> <tr> <td>120</td> <td>200</td> <td>\$</td> </tr> <tr> <td>201</td> <td>300</td> <td>\$</td> </tr> <tr> <td>301</td> <td>400</td> <td>\$</td> </tr> <tr> <td>401</td> <td>500</td> <td>\$</td> </tr> <tr> <td>501</td> <td>600</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</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>	FROM	TO	UNIT PRICE	1	119	\$	120	200	\$	201	300	\$	301	400	\$	401	500	\$	501	600	\$			See Range Pricing	\$ _____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0013	<p>ECP 1 VEHICLE ORDERING PERIOD 3</p> <p>COMMODITY NAME: ORDERING PERIOD 3</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>119</td> <td>\$</td> </tr> <tr> <td>120</td> <td>200</td> <td>\$</td> </tr> <tr> <td>201</td> <td>300</td> <td>\$</td> </tr> <tr> <td>301</td> <td>400</td> <td>\$</td> </tr> <tr> <td>401</td> <td>500</td> <td>\$</td> </tr> <tr> <td>501</td> <td>600</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</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>	FROM	TO	UNIT PRICE	1	119	\$	120	200	\$	201	300	\$	301	400	\$	401	500	\$	501	600	\$			See Range Pricing	\$ _____
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501	600	\$																								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0014	<p>ECP 1 VEHICLE ORDERING PERIOD 4</p> <p>COMMODITY NAME: ORDERING PERIOD 4</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>119</td> <td>\$</td> </tr> <tr> <td>120</td> <td>200</td> <td>\$</td> </tr> <tr> <td>201</td> <td>300</td> <td>\$</td> </tr> <tr> <td>301</td> <td>400</td> <td>\$</td> </tr> <tr> <td>401</td> <td>500</td> <td>\$</td> </tr> <tr> <td>501</td> <td>600</td> <td>\$</td> </tr> </tbody> </table> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</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>	FROM	TO	UNIT PRICE	1	119	\$	120	200	\$	201	300	\$	301	400	\$	401	500	\$	501	600	\$			See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																								
1	119	\$																								
120	200	\$																								
201	300	\$																								
301	400	\$																								
401	500	\$																								
501	600	\$																								

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<u>RESERVED</u>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The information presented below applies to Item No. 0031 Through 0034:</p> <p>The CLIN Unit is "LOT".</p> <p>Minimum 4 Year Quantity: 1 LOT (This will be ordered at the time of the basic contract award).</p> <p>Maximum 4 Year Quantity: 36 LOT</p> <p>ONLY THE MINIMUM 4 YEAR QUANTITY IS GUARANTEED.</p> <p>* 1 Lot = 1 Class</p> <p>(End of narrative A001)</p>				
0031	<p><u>NET TRAINING-ORDERING PERIOD 1</u></p> <p>SERVICE REQUESTED: NEW EQUIPMENT TRAINING</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0032	<p><u>NET TRAINING - ORDERING PERIOD 2</u></p> <p>SERVICE REQUESTED: NEW EQUIPMENT TRAINING</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0033	<p><u>NET TRAINING - ORDERING PERIOD 3</u></p> <p>SERVICE REQUESTED: NEW EQUIPMENT TRAINING</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	<p>NET TRAINING - ORDERING PERIOD 4</p> <p>SERVICE REQUESTED: NEW EQUIPMENT TRAINING</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-13-R-0452 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The information presented below applies to Item No. 0041 Through 0044:</p> <p>The CLIN Unit is "LOT".</p> <p>Minimum 4 Year Quantity: 1 LOT (This will be ordered at the time of the basic contract award).</p> <p>Maximum 4 Year Quantity: 12 LOT</p> <p>ONLY THE MINIMUM 4 YEAR QUANTITY IS GUARANTEED.</p> <p>* 1 Lot = 1 set of items in the quantities in accordance with attachment 0021</p> <p>(End of narrative A001)</p>				
0041	<p><u>ASL, BII, STTE-ORDERING PERIOD 1</u></p> <p>SERVICE REQUESTED: ASL, BII, STTE</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0042	<p><u>ASL, BII, STTE - ORDERING PERIOD 2</u></p> <p>SERVICE REQUESTED: ASL, BII, STTE</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0043	<p><u>ASL, BII, STTE - ORDERING PERIOD 3</u></p> <p>SERVICE REQUESTED: ASL, BII, STTE</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	<p>ASL, BII, STTE - ORDERING PERIOD 4</p> <p>SERVICE REQUESTED: ASL, BII, STTE</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The information presented below applies to Item No. 0051 Through 0054:</p> <p>The CLIN Unit is "LOT".</p> <p>Minimum 4 Year Quantity: 1 LOT (This will be ordered at the time of the basic contract award).</p> <p>Maximum 4 Year Quantity: 12 LOT</p> <p>ONLY THE MINIMUM 4 YEAR QUANTITY IS GUARANTEED.</p> <p>* 1 Lot = 120 Copies</p> <p>(End of narrative A001)</p>				
0051	<p><u>TRAINING MATERIALS-ORDERING PERIOD 1</u></p> <p>SERVICE REQUESTED: TRAINING MATERIALS</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0052	<p><u>TRAINING MATERIALS - ORDERING PERIOD 2</u></p> <p>SERVICE REQUESTED: TRAINING MATERIALS</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0053	<p><u>TRAINING MATERIALS - ORDERING PERIOD 3</u></p> <p>SERVICE REQUESTED: TRAINING MATERIALS</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	<p><u>TRAINING MATERIALS - ORDERING PERIOD 4</u></p> <p>SERVICE REQUESTED: TRAINING MATERIALS</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0061	<p><u>DATA ITEM</u></p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>(End of narrative B001)</p>			Not Separately Priced	

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 This contract is for the procurement, packaging and application of Modification Work Order kits (MWO) (55-Level) to Bradley Fighting Vehicles located in the Continental United States (CONUS). The MWOs address improvements to the Suspension and Track assemblies that drive the Bradley Fighting Vehicle (BFV). This task requires the contractor to remove and replace the Suspension and Track assemblies following MWO Kit instructions and other technical data to assure proper reassembly for safe operation of the BFV. Work performed will be monitored and the quality of installation will be verified through Quality Assurance inspections to assure all work is complete before vehicles are accepted and returned to the Brigade. The contractor shall furnish all supplies and services necessary to accomplish this contract. The contractor shall provide all technical support, including interpreting drawings and technical data, required under this contract.

C.2 The contractor shall produce, install the kits listed below, and deliver modified Bradley vehicles at the Performance locations outlined in Section F. The contractor shall be responsible for all inventory receiving, assembling, kitting (if applicable), and storage of the individual parts of the MWO in accordance with the Parts List of each kit prior to shipping to the U.S. Government (USG) performance location for installation. The contractor shall package and ship the kits to each location in a manner that optimizes installation. The Government will only guarantee a minimum of approximately 15 vehicles worth of kits and material storage space at each Government installation at any given time, under the assumption that the contractor is continually dispositioning parts in accordance with C.9 below. The Government will allow access to Government installation starting one week prior to installation start. The Modification Work Orders below list all parts required for procurement, reference all drawings, and list all tools required for the 55-level modification kits.

T161 Track System Kit

- MWO 9-2350-403-55-1, T161 Track System (Duel Pin Track System) (Attachment 0008 and the sub attachments)
- Part Number 57K6627 (T161 Track Mod Kit Drawing) (Attachment 0009)
- T161 Track Mod Kit Installation Instructions, 12496801 (Attachment 0010)

Torsion Bar Kit

- MWO 9-2350-408-55-4, Heavy Weight Torsion Bar (Attachment 0011 and the sub attachments)
- Part Number 57K6681 (Torsion Bar Mod Kit Drawing) (Attachment 0012)
- Torsion Bar Mod Kit Installation Instructions, 12520480 (Attachment 0013)

Shock Absorber Kit

- MWO 9-2350-408-55-2, Vehicle Shock Absorber (Attachment 0014 and the sub attachments)
- Part Number 57K6769 (Shock Absorber Mod Kit Drawing) (Attachment 0015)
- Shock Absorber Mod Kit Installation Instructions, 12556023 (Attachment 0016)

Roadarm System Kit

- MWO 9-2350-408-55-3, Vehicle Suspension Roadarm System (Attachment 0017 and the sub attachments)
- Part Number 57K6692 (Vehicle Suspension Roadarm System Mod Kit)(Attachment 0018)
- Vehicle Suspension Roadarm System Mod Kit Installation Instructions, 12520481 (Attachment 0019)

All Kits:

Attachment 0026, Technical Document Discrepancies, lists the discrepancies between the MWOs and the Drawings.

C.2.1. The contractor shall procure and deliver new Authorized Stockage List (ASL), Basic Issue Items (BII) and Special Tools and Test Equipment (STTE) quantities in Attachment 0021, as required by each Delivery Order, in accordance with paragraph C.7.4.

C.2.2 The contractor shall distribute status reports detailing hardware ordered, hardware delivered, retrofit kits installed, missing parts status, and other status to the PM ABCT MWO coordinator in accordance with CDRL A001.

C.3 The contractor shall install Bradley track, torsion bar, shock absorber and road-arm kits using the Attachments in C.2 above. The contractor is required to use the approved or suggested sources of supply on all drawings that contain this legend. The contractor shall repair or replace any items that are damaged or broken by neglectful installation practices while the vehicle is in its custody at no expense to the Government. Installation facilities will be provided by the Government, similar to the installation diagram in Attachment 0007, Facility Diagram. The Government will coordinate with Army units to provide maintenance bays for MWO application with co-located storage for tools and material. The Government is not responsible for storage of tools and materials for any time outside of the period of installation. The contractor shall provide all labor, tooling, material, job aids and mission support equipment necessary to complete this task, including forklift, power generation, and air compressor capabilities to support the install effort at each location. Use of the units BII and special tools by the contractor will not be authorized. The contractor shall comply with all Federal, State, and local environmental laws, regulations, and policies. The contractor shall fully disposition all removed components no later than two weeks after final vehicle joint inspection for the Delivery Order.

C.4 A list of Government Furnished Material and Government Furnished Information (GFM and GFI) that will be provided to the contractor is included in Attachment 0006. The Government MWO coordinator will ship the GFM to the contractor at each Brigade location for use.

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The Government will not provide any Basic Issue Items (BII) and Special Tools and Test Equipment (STTE) listed under paragraph 9 in each MWO document during the performance and application of kits. The contractor shall apply the GFM if the part becomes lost, broken, or unserviceable. The contractor shall retain the unused parts and transfer them to the next unit until exhausted or dispositioned.

C.5 Quality Assurance.

C.5.1 Product Quality Deficiency Reports (PQDR). The contractor shall investigate and provide Failure Analysis and Corrective Action Report (FACAR) as a result of PQDR, Standard Form 368, generated against supplies (MWO Kit content and any other hardware) produced under this contract in accordance with CDRL A002. The contractor shall provide a report which includes the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action and interim action. The proposed point of effective corrective action application shall be identified by product serial number and manufacturing date as applicable. All costs related to PQDR investigations including lab analysis, transportation and shipping, replacement hardware and transportation to PQDR originator are the contractors responsibility. The contractor shall provide replacement components for all PQDR investigations that identify deficiencies attributable to contractor or supplier workmanship and product nonconformance.

C.5.2 The contractor shall submit a final written response, in contractor format for each PQDR received. If a final response is not ready for submittal, the contractor shall submit an interim response detailing the status of the investigation (CDRL A002). The response should report on the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action, interim action and contractors position with respect to repair or replacement parts.

C.5.3 The contractor shall submit Requests for Variances per MIL-STD-3046, paragraph 5.5.8, in accordance with CDRL A005 for any item that does not meet the approved configuration requirements.

C.6 [RESERVED]

C.7 Logistics.

C.7.1 The contractor shall perform a 10-kilometer road test prior to the joint inspection in accordance with the Functional Inspection Checklist (Attachment 0003) between the contractor and the unit representative to establish a vehicle baseline and record all faults with the mounting surfaces and attachment points of the Track Kits, Torsion Bar Kits, Shock Absorber Kits, and Roadarm mount Kits, prior to MWO installation. Once vehicles are in contractor possession, the contractor shall be responsible for any logistical movement of the vehicle from the inspection point to the maintenance point (typically not to exceed 5 miles). The Procurement Contracting Officer (PCO) will serve as the mediator between the contractor and unit for any issues that arise during pre and, post MWO application and during inspection. When MWO installation is complete and after successful completion of the 10K road test the contractor shall re-use the Functional Inspection Checklist (Attachment 0003) to perform a joint post-inspection with the unit representative to verify the new MWOs have been applied and repair any faults attributable to the MWO application process that were not recorded in the baseline inspection. Signatures from both the contractor and lead unit personnel shall be required on both inspections for vehicle hand-off.

C.7.2 The contractor shall participate and assist the PM ABCT MWO coordinators in performing a joint New Material Introduction Brief (NMIB) to Brigade representatives. The contractor shall develop the briefing to be presented during the NMIB and MRL review prior to the application of MWO modifications at each Brigade. The briefing shall confirm the schedule, supply transactions, and responsibilities of each organization during the MWO installation process. As part of the briefing, the contractor shall provide a technical description of the MWO modifications, and a list of the tools, lift support, ASL, BII, and STTE. The PM ABCT MWO coordinator will contact each Brigade to establish the New Material Introductory Briefing (NMIB) dates.

C.7.3 For each Brigade level MWO application the contractor shall develop, maintain, and deliver a Material Requirements List (MRL) that identifies each gaining units requirements in accordance with AR DA PAM700-142, Type Classification, Material Release, Fielding and Transfer, and Instructions for Material Release, Fielding, and Transfer in accordance with CDRL A004. The MRL will provide issue quantity and gaining command data.

C.7.4 The contractor shall have knowledge of the Army Class 2 and Class 9 Supply System to assist the gaining command with processing of required supply transactions to ensure that all issued equipment is received in SARSS-1, PBUSE, GCSS-A, or other applicable accountable database for accountability and visibility of assets. The contractor shall conduct a joint inventory with the gaining unit and issue all BII, STTE, and ASL using the appropriate DA forms for hand-off of material.

C.7.5 The contractor shall have access to the Logistics Information Warehouse (LIW). The contractor can gain access to the Maintenance Modification Information System (MMIS) system through the LIW at (<https://liw.logsa.army.mil>). The contractor shall prepare an MWO sign off sheet for each modification installed and provide a copy to the PM ABCT MWO coordinators for approval before inputting data into the MMIS in accordance with CDRL A003.

C.7.6 New Equipment Training (NET). The contractor shall provide certified trainers to conduct NET for all operator personnel for each Brigade. The trainers shall submit their certifications to the Government for validation no later than 60 days prior to scheduled

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training. The contractor may provide input and recommended changes to the Government NET Program of Instructions (POI) and shall conduct NET POI with assistance from military or Government representatives and with contractor certified personnel for all operator-approved training. For each Brigade, the contractor shall conduct one NET class for Armor Combined Arms Battalion (CAB), one NET class for Infantry CAB, and one NET class for Armored Reconnaissance Squadron (ARS) for a total of three (3) classes per Brigade. Each class will be one day in duration. A POI and Training Support Package (TSP) will be provided to the contractor as GFI (Attachment 0006) for the T161 track kit. The contractor shall use the POI and TSP for NET which shall be consolidated at the fielding or receiving units home station and shall utilize their existing training ranges and facilities whenever feasible. The contractor shall provide all items required for conducting training in accordance with the NET except GFI, Special Tools and Test Equipment (STTE), ammunition, Petroleum Oil and Lubricants (POL), and facilities. The POI and Training Support Package shall be provided to the units as a stay-behind training packet.

C.7.7 Training Material and Documentation. For each NET course, the contractor shall reproduce and deliver 120 copies of the Government-Furnished POI and TSP for each Brigade.

C.8 The contractor shall perform a 10 kilometer road test on each vehicle to coincide with the vehicle baseline inspection in accordance with installation policies to verify that the MWO kits are installed properly. The contractor shall ensure that the driver and track commander have a DA 348 military license for Bradley vehicles. The contractor shall provide the necessary equipment operators and ground guides for vehicle operations. The contractor shall repair or replace any components of the MWO kits that are broken during the road test. The contractor shall complete a DA Form 2404, Equipment Maintenance and Inspection Worksheet, to document the results of the road test. One copy of the Form shall be provided to the Brigade after completion of each Brigade set, and the contractor shall keep a copy of the completed form on file for one year after completion of the test.

C.8.1 The contractor shall perform the following tasks as part of the 10 kilometer road test to determine the functionality and fluid leakage of the parts replaced and to verify the torque specifications on the suspension system:

- a. Drive each vehicle for 10 kilometers on hard surface road
- b. Check vehicle braking
- c. Check steering 360 degree pivot right
- d. Check steering 360 degree pivot left
- e. Check steering in forward and reverse
- f. Torque check track suspension
- g. General inspection of installation of the kits IAW the MWOs listed in paragraph C.2
- h. Document the results on DA Form 2404

C.9 The contractor is responsible for providing all banding material and equipment needed to support the turn-in and disposition of used hardware. The contractor shall dispose of parts or assemblies and subassemblies removed from the vehicles as follows:

C.9.1 The contractor shall turn-in the following items through the Supply Support Activity: T157i Track System Kits, Part Number 12359466-3 , 12359466-4 and Shock Absorber, Part Number 12369308,

C.9.2 The contractor shall scrap the following items in accordance with the local command policies: Torsion Bars Part Numbers 12367398-1, 12367398-2, 12367398-3, and 12367398-4.

C.9.3 The contractor shall scrap the following items from the T157i Track System Kit in accordance with the local command policies: Sprocket Wheel, Part Number 12295277; Carrier, Sprocket Drive, Part Number 12384668; Plate, Mounting, Part Number 12293205; Guard, Track, Part Number 12317168; Guard, Mechanical Drive, Part Number 12293208; Guard, Track, Right Side, Part Number 12316775.

C.10 The contractor is required to submit all data deliverables to the Bradley ECP Integrated Development Environment (IDE). A Common Access Card (CAC) is not required for access to the IDE. The contractor shall follow the process below to obtain access to the Bradley ECP IDE:

1. Apply for Army Knowledge Online (AKO) Account:
 - a. URL: <https://www.us.army.mil>
 - b. Sponsor: MAJ Jermaine Hampton
 - c. Sponsor AKO email: Jermaine.hampton@us.army.mil or
2. Apply for a Knowledge Center Portal Account:
 - a. URL: <https://www.peogcs.army.mil/PortalApplication/PEOReg.asp>

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- b. Sponsor: MAJ Jermaine Hampton or
 c. Sponsor AKO email: Jermain.hampton@us.army.mil or
 d. AKO email address: Enter AKO email address you created from AKO above (e.g., john.a.smith.ctr@us.army.mil)
 e. Account Reason: Requesting access to IDE CDRL canvas for uploading CDRL(s) for contract TBD, Bradley ECP1 program.
 f. Favorable investigation or active security clearance. KC Help Desk email: usarmy.detroit.peogcs.mbx.portal@mail.mil

3. Once #1 and #2 are approved, the user can be added to the CDRL portal.

C.11 Security

C.11.1 Controlled Unclassified Information (CUI): CUI provided to or generated pursuant to this contract shall be protected. The procedures for the protection of CUI are outlined in Attachment 0022.

C.11.2 Protection and Disclosure of Information Public Release Requests

(1) Except for Bradley Family of Vehicles (FOV) Program Information previously approved for public release by the Government under the PM ABCT, the contractor shall not release any Bradley FOV Program information regarding the work performed under this contract outside of (i) the United States Government, (ii) its own facility, (iii) its subcontractors performing Bradley FOV work at any tier, (iv) Associate Contractors, at any tier, and (v) any other individual or entity that is contractually bound to protect Bradley FOV Program Information from public release without first obtaining approval for Public Release. Bradley FOV information is any Program information on the Bradley FOV effort.

(2) The contractor shall send all such requests for public-release approval to the PCO in accordance with Clause 252.204-7000 for a review by Bradley FOV technical and Security Office personnel, culminating in a determination by the PCO, or authorized representative. The PCO, or authorized representative, will, after appropriate review, either authorize or reject the request to disseminate Bradley FOV program information publicly. Note that authorization may be given contingent on specified changes being made to the material for which public release has been requested. Subcontractors and Associate contractors shall submit such public release requests through the prime contractor.

*** END OF NARRATIVE C0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 (TACOM)	52.204-4003 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 30 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 and 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 5 days after the meeting is held.

[End of Clause]

C-2 (TACOM)	52.209-4020 ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	OCT/2013
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All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations, facilities, or controlled access areas to the COR (or to the

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contracting officer, if a COR is not assigned) within 10 calendar days after completion of training AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

C-3 52.204-4020 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES JUN/2012
(TACOM)

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

(End of Clause)

C-4 52.209-4023 OPSEC TRAINING REQUIREMENT JUN/2012
(TACOM)

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training.

(End of Clause)

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SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing:

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 Marking:

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

D.3 DODAAC:

The Contractor shall apply for a DODAAC code with the Contracting Officer prior to Government Furnished Equipment (GFE) shipment.

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 Acceptance Criteria:

E.1.1 CLINs 0011 through 0014 Ordering Period 1 through 4: The contractor shall complete and obtain approvals on the Functional Inspection Checklist (Attachment 0003) for each vehicle after installation is complete and the 10K Road Test has been successfully passed. Signatures from both the contractor and lead unit personnel shall be required on both inspections for vehicle hand-off. The contractor shall submit the Functional Inspection Checklist to the COR for verification.

E.1.2 CLINs 0031 through 0034 NET Training: The contractor shall provide a close-out report describing the training class taught, unit trained, and a copy of the sign-in roster to the COR at completion of training for each Brigade.

E.1.3 CLINs 0041 through 0044 ASL, BII, and STTE: The contractor shall provide the COR with the hand-receipt to confirm delivery of all ASL, BII, and STTE after hand-off to the unit and Brigade.

E.1.4 CLINs 0051 through 0054 Training Materials: The contractor shall deliver 120 copies of the Government-Furnished POI and TSP for each Brigade. The COR will verify that the material has been delivered at the completion of each training course.

*** 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	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	JAN/2009

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system

ISO 9001:2008 (untailored) or comparable quality system

ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2008, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 Performance Location

For the purpose of this contract performance and inspection shall be at any of the following locations:

- Ft. Hood, TX
- Ft. Carson, CO
- Ft. Stewart, GA
- Ft. Riley, KS

F.2 Delivery Schedule for Delivery Orders

F.2.1 Delivery under this contract must conform to the required schedule specified below, unless acceleration is acceptable.

F.2.2 DEFINITIONS:

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

(b) 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.

F.2.3 The Government requires deliveries according to the following schedule on all orders:

F.2.3.1 CLIN 0011 ECP1 Vehicle Ordering Period 1 - Initial delivery of first 30 vehicles is due 380 Days after Award of Delivery Order, and continue delivery of 30 vehicles every 30 days after initial delivery until CLIN order is fulfilled. Accelerated delivery schedule is acceptable if it does not create undue burden or cost to the Government, and must be coordinated with the COR in advance.

F.2.3.2 CLINs 0012-0014 ECP1 Vehicle Ordering Period(s) 2 through 4 Initial delivery of first 30 vehicles is due 320 Days after Award of Delivery Order, and continue delivery of 30 vehicles every 30 days after initial delivery until CLIN order is fulfilled. Accelerated delivery schedule is acceptable if it doesnt create undue burden or cost to the Government, and must be coordinated with the COR in advance.

F.2.3.3 CLINs 0031 NET Training Contractor shall complete a NET Training within 5 days after final delivery of one brigade of vehicles (i.e. approximately 120 vehicles). CLIN 0031: 1st NET training shall be due no later than 505 Days after Award of Delivery Order, and each additional NET Training shall be completed 120 days after thereafter.

F.2.3.4 CLIN 0032-0034: NET training shall be due no later than 445 Days after Award of Delivery Order, and each additional NET Training shall be completed 120 days after thereafter.

F.2.3.5 CLINs 0041 ASL, BII, STTE Contractor shall deliver all sets ASL, BII, STTE and quantities are due 15 days prior to the beginning of the installation. CLIN 0041: 1st ordering period shall be due no sooner than 335 Days after Award of Delivery Order.

F.2.3.6 CLIN 0042-0044: ASL, BII, STTE ordering periods 2 through 4, all quantities are due 15 days prior to the beginning of the installation and shall be due no sooner than 245 Days after Award of Delivery Order.

F.2.3.7 CLINs 0051-0054 Training Materials Contractor shall deliver all sets of Training Materials, quantities are due 15 days prior to the beginning of the installation. CLIN 0051: 1st ordering period shall be due no sooner than 335 days after Award of Delivery Order.

F.2.3.8 CLIN 0052-0054: Training Materials ordering periods 2 through 4, all quantities are due 15 days prior to the beginning of the installation and shall be due no sooner than 245 Days after Award of Delivery Order.

*** END OF NARRATIVE F0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

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

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MOD/AMD

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-5	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/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 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.

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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the same form, fit, function, and interface.

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

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

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

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

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

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

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

(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) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
____NA_____	____NA_____
____NA_____	____NA_____
____NA_____	____NA_____

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

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

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

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

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

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

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air

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Transport Association Common Support Data Dictionary; and

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

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

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

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

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

(ii) The issuing agency code

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Government's unit acquisition cost.

(11) Unit of measure.

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

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

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

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(3) Unique item identifier type.**

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

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

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

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

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

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

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

(11) Description.

** Once per item.

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

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

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

(End of clause)

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SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(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 or order:

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

TBD

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

TBD

(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	TBD
Issue By DoDAAC	TBD
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

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(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.

TBD

(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.

TBD

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

(End of clause)

G-2 52.242-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008 AUG/2012

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at ://wawf.eb.mil. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

1. Select the appropriate type of invoice as indicated below. It is imperative that contractors select the proper type of invoice. Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

_____ Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

_____ Invoice 2-in-1 (Services)

Use for contracts that are entirely for service requirements.

2. Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:

Your firms CAGE Code: (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26) (Indicate)

Issue and Admin DoDAAC Code: (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26) (Indicate)

Ship-To DoDAAC Code: (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449) (Indicate)

Accept-By DoDAAC Code: W56TRU

Payment DoDAAC Code: (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26) (Indicate)

3. Include the Purchase Request Number as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. NOTE: The purchase request number may be different for each CLIN.

4. Indicate the proper Unit of Measure as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.

5. Indicate the following Acceptor, Alternate Acceptor, and Contract Specialist when the WAWF system prompts for additional e-mail submission after clicking Signature.

Primary Acceptor Name: Contracting Officers Representative

Primary Acceptor e-mail: (TBD)

Alternate Acceptor Name: (TBD)

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Alternate Acceptor e-mail: (TBD)

Contract Specialist Name: Robin Jedrzejek

Contract Specialist e-mail: robin.a.jedrzejek.civ@mail.mil

To track the status of an invoice, in WAWF click on the link, Pay Status (myInvoice-External link) found under the tab named Lookup or by going to ://myinvoice.csd.disa.mil/index.html. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

G-3 52.242-4016 COMMUNICATIONS FEB/2013

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Contracting Officer Representative (COR). Communications for the COR shall be addressed to:

Name: TBD
E-mail: TBD

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

ACO: TBD
E-mail: TBD

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

[End of Clause]

G-4 52.227-4004 RELEASE OF INFORMATION OCT/2012
(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ALTERNATIVE FINANCING ARRANGEMENTS

H.1.1 Proposal and award will be based on the use of customary progress payments, in accordance with Office of the Under Secretary of Defense for Acquisition, Technology and Logistics memorandum dated April 27 2011, Subject Cash Flow Tool for Evaluating Alternative Financing Arrangements. Pursuant to the memo, after contract award, the contractor may propose alternative financing arrangements, such as performance based payments schedule, to the Contracting Officer for consideration. If a proposed performance based payment schedule is desired by the contractor, the proposed performance based schedule should be submitted which includes all performance based payment events, completion criteria, and event values along with the contractors expected expenditure profile, and any consideration being offered by the contractor for more favorable payment structure.

*** END OF NARRATIVE H0001 ***

	<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 and clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

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

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

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

Rock Island - JMTC: <https://acquisition.army.mil/asfi/>

Red River Army Depot: <https://acquisition.army.mil/asfi/>

Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC/2011
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-22	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-23	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-24	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-25	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-26	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-28	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) -- ALTERNATE II (OCT 2001)	OCT/2001
I-29	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
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I-32	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
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I-35	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-36	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-37	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-38	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-39	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
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I-41	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
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I-45	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
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I-49	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-50	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
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I-52	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-53	52.232-1	PAYMENTS	APR/1984
I-54	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
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I-57	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-58	52.232-25	PROMPT PAYMENT	JUL/2013
I-59	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-60	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-61	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
I-62	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-63	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-64	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-65	52.242-13	BANKRUPTCY	JUL/1995
I-66	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-67	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-68	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-69	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2013
I-70	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-71	52.245-9	USE AND CHARGES	APR/2012
I-72	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-73	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-74	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-75	52.248-1	VALUE ENGINEERING	OCT/2010
I-76	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-77	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-78	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-79	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-80	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-81	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-82	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-83	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-84	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-85	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-86	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-87	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-88	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-89	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-90	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-91	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-92	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-93	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-94	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-95	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	JAN/2011
I-96	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-97	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-98	252.223-7008	PROHIBITION OF HEXVALENT CHROMIUM	JUN/2013
I-99	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-100	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-101	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-102	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-103	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2013
I-104	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-105	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-106	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-107	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-108	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-109	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-110	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-111	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-112	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013

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I-113	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-114	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-115	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-116	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-117	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-118	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-119	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-120	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-121	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-122	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-123	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-124	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-125	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-126	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-127	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-128	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-129	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-130	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-131	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-132	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-133	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-134	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-135	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-136	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-137	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-138	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	JUN/2013
I-139	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (JUN 2013) -- ALTERNATE III (MAY 2002)	MAY/2002
I-140	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-141	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-142	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 contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract award.

(End of Clause)

I-143	52.232-16	PROGRESS PAYMENTS	APR/2012
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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.

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

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

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

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

(i) Reservations of rights.

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

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

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

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

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

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

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

(1) The amounts included are limited to --

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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52.243-7

NOTIFICATION OF CHANGES

APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

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(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

I-145 52.244-2 SUBCONTRACTS OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: N/A

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(End of clause)

I-146 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES APR/2012

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

Attachment 0006 GFM and GFI

(End of Clause)

I-147 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Department of Defense and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. N/A. This may be confirmed by contacting the DCMA office identified on page one of this document.

(End of Clause)

I-148 252.203-7004 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.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud

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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 Contractor's 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 organization's 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 Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

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

(2) An internal control system.

(i) The Contractor's internal control system shall--

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

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(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)

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in

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changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-152 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014) (AUG OCT/2001
2013) -- ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small

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disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offerors subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the

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requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

Name of Offeror or Contractor:

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the

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second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

I-153

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

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(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)

I-155 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-156 52.230-2 COST ACCOUNTING STANDARDS MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by

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reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

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request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://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-158 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-159 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (DEVIATION 2013- AUG/2013
(DEV 2013- O0014)
O0014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

"Historically black colleges and universities," means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," means the individual who is registered in eSRS at the Department of Defense (9700).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protege firms which are qualified organizations employing the severely disabled; and
- (2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically

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I-161 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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

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

[End of Clause]

I-162 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

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

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	18-NOV-2013		
Attachment 0001	* PRICING MATRIX	13-NOV-2013		
Attachment 0002	RESERVED	13-NOV-2013		
Attachment 0003	FUNCTIONAL INSPECTION CHECKLIST	13-NOV-2013		
Attachment 0004	RESERVED	13-NOV-2013		
Attachment 0005	RESERVED	13-NOV-2013		
Attachment 0006	GFM/GFI LIST	13-NOV-2013		
Attachment 0007	FACILITY DIAGRAM	13-NOV-2013		
Attachment 0008	MWO 9-2350-403-55-1 T161 TRACK SYSTEM (DUAL PIN SYSTEM)	13-NOV-2013		
Attachment 0009	57K6627 T161 TRACK MOD KIT	13-NOV-2013		
Attachment 0010	12496801 T161 TRACK MOD KIT INSTALLATION INSTRUCTIONS	13-NOV-2013		
Attachment 0011	MWO 9-2350-408-55-4 HEAVY WEIGHT TORSION BAR	13-NOV-2013		
Attachment 0012	57K6681 TORSION BAR MOD KIT	13-NOV-2013		
Attachment 0013	12520480 TORSION BAR MOD KIT INSTALLATION INSTRUCTIONS	13-NOV-2013		
Attachment 0014	MWO 9-2350-408-55-2 VEHICLE SHOCK ABSORBER SYSTEM	13-NOV-2013		
Attachment 0015	57K6769 SHOCK ABSORBER MOD KIT	13-NOV-2013		
Attachment 0016	12556023 SHOCK ABSORBER MOD KIT INSTALLATION INSTRUCTIONS	13-NOV-2013		
Attachment 0017	MWO 9-2350-408-55-3 VEHICLE SUSPENSION ROADARM SYSTEM	13-NOV-2013		
Attachment 0018	57K6692 VEHICLE SUSPENSION ROADARM SYSTEM MOD KIT	13-NOV-2013		
Attachment 0019	12520481 VEHICLE SUSPENSION ROADARM SYSTEM INSTALLATION INSTRUCTIONS	13-NOV-2013		
Attachment 0020	* SMALL BUSINESS PARTICIAPATION FACTOR SUBMITTAL	13-NOV-2013		
Attachment 0021	ASL, BII, STTE	13-NOV-2013		
Attachment 0022	CONTROLLED UNCLASSIFIED INFORMATION GUIDELINES	13-NOV-2013		
Attachment 0023	* RELEVANCY MATRIX	13-NOV-2013		
Attachment 0024	* PROCUREMENT AND SHIPPING PROCESS	13-NOV-2013		
Attachment 0025	* KIT INSTALLATION	13-NOV-2013		
Attachment 0026	TECHNICAL DOCUMENT DISCREPANCIES	13-NOV-2013		

* RFP Attachments only, will not be included in the final contract

The following attachments are additional sub-attachments that are included in this contract:

Attachment 0008a	12496774 - Suspension Installation
Attachment 0008b	12496775 - Roadwheel Lifter
Attachment 0008c	7083799 - Track Fixture
Attachment 0008d	57K6723 - Center Guide Kit
Attachment 0008e	57K6724 - End Connector Kit
Attachment 0008f	57K6725 - Pad Kit
Attachment 0008g	12496790 - Molded Track Pin
Attachment 0008h	12496792 - Molded Track Block
Attachment 0008i	12496785 - Molded Track Pad
Attachment 0008j	12496789 - Track Link
Attachment 0011a	57K0391 - Repair Kit
Attachment 0011b	12296957 - Installing Tool Bearing
Attachment 0011c	2590157 - Drift Pin
Attachment 0011d	12298091 - T157-I Roadwheel Lifter
Attachment 0011e	12496775 - T161 Roadwheel Lifter
Attachment 0011f	5573615 - Puller Slide
Attachment 0011g	12298145 - Shock Absorber Remover
Attachment 0011h	12298092 - Torsion Bar Extractor
Attachment 0011i	12520465 - Torsion Bar
Attachment 0011j	12520482 - Torsion Bar Suspension
Attachment 0014a	12296957 - Installing Tool Bearing
Attachment 0014b	12298145 - Shock Absorber Remover
Attachment 0014c	12298092 - Torsion Bar Extractor
Attachment 0014d	12520477 - Shock Absorber
Attachment 0017a	12520468 - Support Assembly Suspension
Attachment 0017b	12296957 - Installing Tool Bearing
Attachment 0017c	12298091 - T157-I Roadwheel Lifter

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Attachment 0017d	12496775 - T161 Roadwheel Lifter
Attachment 0017e	12298145 - Shock Absorber Remover
Attachment 0017f	12298092 - Torsion Bar Extractor
Attachment 0017g	12520479 - Road Arm Bearing

*** END OF NARRATIVE J0001 ***

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
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	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JUL/2013

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

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

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

(b)(1) If the 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.

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- (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) 252.225-7022, Trade Agreements CertificateInclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.
- (vi) 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 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)

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Name of Offeror or Contractor:

(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 180 calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

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

(End of Provision)

K-10 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

K-11 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 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.

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without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American/Free Trade Agreements/Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Canadian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

(End of provision)

K-14 52.215-4010 AUTHORIZED NEGOTIATORS
(TACOM)

MAR/2013

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: _____

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[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

L.1.1 Proposals shall be submitted through the Army Single Face to Industry (ASFI) Bid Response System in accordance with the instructions at <http://contracting.tacom.mil/acqinfo/ebidnotice.htm>. No hard copies or email proposals will be accepted.

L.1.2 The Offerors proposal shall be submitted in five separate volumes as set forth below. Some parts of the proposal contain page recommendations as set forth in the balance of Section L below. Where page recommendations are specified, they are based upon standard 8.5 x 11 paper with a minimum font size of 10pt. and with a minimum of .5 margins. Schedules, drawings, and other documents more appropriate to larger paper may be formatted no larger than 11 x 17. The Offerors proposal shall consist of the following volumes:

Volume I: Experience Factor
Volume II: Technical Factor
Volume III: Price Factor
Volume IV: Small Business Participation Factor
Volume V: Proposal Terms and Conditions

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 your 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 shall be rejected as late unless one of the exceptions outlined in FAR 52.215-1 applies.

L.2.3 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers as follows:

If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable; the contracting officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for 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 VOLUME I: EXPERIENCE FACTOR:

The Offerors Experience Factor proposal shall include the following:

L.3.1 The Offeror shall identify a grand total of no more than five (5) Contracts or Delivery or Task Orders, as performed by the Offeror itself or by the Offerors proposed material or service suppliers or subcontractors, which are the most recent and relevant to the scope of work specified in paragraphs L.3.3.1 through L.3.3.2 below. The Government will not consider the past experience of individuals in its evaluation under the Experience Factor (only corporate experience under prior Contracts or Delivery or Task Orders will be considered).

L.3.2 Recent Contracts. Recent Contracts and Orders are those performed within approximately three years of the date of issuance of this RFP.

Name of Offeror or Contractor:

L.3.3 Relevant Contracts. Relevant Contracts and Orders or work directives are those which, as described below, are comparable in scope to RFP requirements. Where prior relevant experience is under a broader Blanket Purchase Agreement (BPA) or Indefinite Delivery Indefinite Quantity (IDIQ)-type contract, do not just cite the broader BPA or IDIQ Contract. Rather, include the specific individual work directives and task orders which you consider to be reflective of relevant prior experience. In accordance with section L.3.1 above, each prior Contract and Order identified by the Offeror as being applicable, shall 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.3.3.1 Integration of complex MWOs (comparable to the T161 Track kit and Roadarm Assembly kit installations) into existing platforms of a complexity comparable to a Bradley vehicle at an installation rate of 30 kits per month.

L.3.3.2 Procuring, packaging and shipping components and all MWO kits of the complexity and in the quantities and specified by this solicitation, and at the delivery rates specified in Section F.2 DELIVERY SCHEDULE FOR DELIVERY ORDERS.

L.3.4 For each of the up to five (5) recent or relevant contracts or 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 Officers (PCOs) name, telephone number and E-Mail address
- (f) Administrative Contracting Officers (ACOs) name, telephone number and E-Mail address
- (g) Government or commercial contracting activity technical representative, or COR, name, telephone number and E-mail address
- (h) Copies of all Scope of Work paragraphs of the contracts or orders or work directives reflecting Experience which is relevant to the relevance considerations cited above in paragraphs L.3.3.1 and L.3.3.2.
- (i) A discussion of specific similarities between these contract scopes of work and the scope in Section C herein.

Failure to provide the information requested under paragraph L.3.4 (a-i, particularly paragraphs (a-c) and (h)), 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.3.4.1 Experience Information. It is the Offerors responsibility to submit thorough and complete information required for the Government to conduct the evaluation of its Experience proposal. It is not the Governments responsibility to search for information not contained in the Offerors proposal. However, Offerors are advised that the Government may contact the references the Offeror provides and may contact internal Government or private sources with knowledge of the Experience cited in the Offerors proposal to validate or gain a better understanding of the relevance of the Offerors proposed Experience.

L.3.5 Relevancy Matrix: For convenience in identifying the extent of recent or relevant contracts under each of the Experience considerations, the Offeror shall complete the matrix at Attachment 0023 of this RFP with the information requested. The matrix identifies the experience considerations in the first row. The Offeror shall list each of the up to five (5) prior contracts and 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 may include a brief description in the matrix of the extent of any similarities. However, any brief narrative provided in the chart itself will not be sufficient to constitute as a substitute for the narrative required discussing the experience factor as required by L.3.4(i) above.

L.4. VOLUME II: TECHNICAL FACTOR:

For the Technical Factor proposal, the Offeror shall assume use of all RFP-stated Government property and material, and compliance with the requirements of this RFP, notably Section C, its RFP, all attachments, and the Delivery schedule and locations identified in Section F.

a. Procurement and Shipping Process: The Offeror shall complete Attachment 0024 , in accordance with the Attachment 0024 instructions for all four MWO kits, ASL, BII and STTE. The Offeror shall complete the Attachment based on 30 vehicles, and may add lines to the spreadsheet if each item is not shipped in a quantity of 30 each to reflect different dates of different quantities. Each letter of subcontractor or supplier commitment shall be endorsed by a senior official of the subcontractor company and shall include the delivery schedule the subcontractor or supplier will supply in order for the Offeror to meet the ECP 1 delivery schedule in section F.

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b. Packaging and Shipping: The Offeror shall provide a written narrative of how they will package and ship the four MWO kits, ASL, BII and STTE for three Brigades (360 vehicles) to Ft. Hood.

c. Application of the four MWO kits and Logistics Support: The Offeror shall complete Attachment 0025, which lists the kit number, kit name, date kit installation begins, and installation completion date. For the first 30 vehicles, the Offeror shall describe the application of the four MWO kits from the joint baseline inspection process of the vehicles and issue of new equipment (Attachment 0003), to vehicle hand-off following inspection and acceptance by Army units. This description shall include the plan of execution and resources required, to include personnel skill levels to be employed. Describe your detailed process for disposition of reusable and scrap hardware. The proposal information submitted in response to the above shall not repeat the step-by-step application of MWOs contained in any of the RFP's technical data attachments.

L.5 VOLUME III: PRICE . The Price volume includes:

a. Submission of all proposed prices on Attachment 0001, Pricing Matrix in accordance with the instructions in the Attachment. By entering proposed per-unit prices there, the total evaluated price is automatically calculated by the Excel formulas in the Attachment. The spreadsheet will round all proposed unit prices to the nearest penny (\$0.01). All proposed prices shall be in U.S. Dollars, including costs and prices for any subcontractors. If the basis for the proposal is any other currency, the Offeror shall State the exchange rate(s) being used to convert any currency to the U.S. Dollar and how the exchange rate was developed. The Offeror must also explain how they intend to deal with the risk of exchange rate fluctuation for this prospective contract.

b. Submission of Offeror-constructed Excel spreadsheets providing cost element breakdowns supporting proposed prices, as set forth below. Also provide the associated required rationale.

L.5.1 The Offeror shall fill in the Government provided Excel summary spreadsheet found in Attachment 0001. Unless individually priced as laid out on the CLIN structure below, all other scope requirements, kits, installation, supplies, services, part dispositioning and technical support are assumed to be priced within the unit pricing represented in CLINs 0011-0014 ECP1 Vehicle Ordering Period. Attachment 0001 shall contain all of the Offerors prices as indicated in the summary table below:

CLIN	Description
0011	ECP 1 Vehicle Ordering Period 1
0012	ECP 1 Vehicle Ordering Period 2
0013	ECP 1 Vehicle Ordering Period 3
0014	ECP 1 Vehicle Ordering Period 4
0021	Reserved
0031-0034	Ordering Periods NET Training (See Section C.7.6)
0041-0044	Ordering Periods ASL, BII, STTE (See Section C.7.4)
0051-0054	Ordering Periods Training Materials (See Section C.7.7)

The Offeror shall propose range pricing for Ordering Periods 1-4, using the format in Attachment 0001. The Offeror may enter the same unit price for all ranges in each Ordering Period.

L.5.2 The Price volume shall be consistent with the Technical Volume and shall reflect the understanding and ability to perform according to the statement of work of the contract. The Offer should provide supporting documentation in sufficient detail to permit a complete evaluation of the proposed costs and prices. Any information provided as part of the Price Volume may be used to correlate the evaluation of the other proposal volumes. The Offeror and each Major Subcontractor shall provide a Table of Contents showing each file submitted as part of the Price Volume with a short description of the contents of the file.

L.5.2.1 Proposal Structure. The instructions that follow are not intended to be all-inclusive. Offerors may submit any other price and financial information they consider to be helpful in the evaluation of the price proposal. The Government may use other resources in the evaluation of the price proposal. The Government reserves the right to request more detailed information.

L.5.2.2 Electronic Submission. All spreadsheets must be in Microsoft Excel 07 format and include all formulas, function, macros, computations or equations used to compute the proposed amounts. Print image is not acceptable. For each workbook, all Rows, Columns, Cells and Worksheets must be Visible. Zero height and zero width rows and columns in Worksheets are not acceptable. Worksheet cells formatted with the font color equal to the fill color are unacceptable. If Workbooks or Worksheets are password protected, then the passwords must be provided. Print image files or pictures or files containing only values are not acceptable. Supporting narrative, including Basis of Estimate (BOE) sheets, shall be provided in files which are MS Excel or MS Word 2007 compatible. BOEs may not be submitted as pictures. Text or spreadsheets used as supporting rationale within a BOE may not be included as a picture.

L.5.3 Data Other Than Certified Cost or Pricing Data for all CLINs. For each CLIN, provide a top-level spreadsheet organized by cost element (e.g., Material, Other Direct Costs, Direct Labor, Manufacturing Overhead, etc.).

L.5.3.1 Material Cost. All componets and non-Major Subcontracts (Less than \$12.5M). (See Section 5.4 for sub-contractors over \$12.5M). Provide a narrative that explains the method used to develop proposed cost, including information about the extent to which the cost is

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based on vendor quotes, purchase order history, estimates, etc. Indicate whether the amount includes upward or downward adjustments for contingencies or negotiation challenges and supporting rationale.

(a) High Dollar-Value Material: For the items with a component and subcontract extended cost (purchase price to Offeror) greater than \$100,000 , provide a Bill of Material (BOM) with the following information:

- 1) National Stock Number (NSN), as applicable
- 2) Part Number
- 3) Item Name and Description
- 4) Vendor
- 5) Unit Cost (purchase price to Offeror)
- 6) Quantity used
- 7) Extended Cost (unit cost multiplied by quantity used)
- 8) Basis for cost (engineering estimate, vendor quote, purchase history, etc.)
- 9) Indicate whether component is sole-source, competitive, or commercial
- 10) For material and subcontract costs based on engineering estimates, please provide rationale and methodology for how the estimate was developed

(b) All Other Material: State the total amount of material cost not included in high dollar-value material.

L.5.3.2 Direct Labor. Total direct labor hours and dollar value, per unit. Include formulas showing calculation of labor dollars from hours and direct labor rate(s). Provide details by labor category (manufacturing, assembly, testing, engineering, design, quality assurance, packaging, etc.) including efficiency factors if applicable. Explain how the estimate was developed.

L.5.3.3 Other Direct Cost s (ODC). Provide total ODCs by unit and extended cost. Break down the proposed ODC by description and dollar amount. Explain how the estimate was developed.

L.5.3.4 Rates. Provide a list of direct and indirect rates (e.g. Direct Labor rates, Material Overhead, Direct Labor Overhead, General & Administrative), by category and by year, used in the development of the proposal as applicable. Identify the proposal allocation base and calculation. If the award of this Contract will have a significant impact upon the Offerors business volume, the effects of those changes upon the pool and bases are to be identified and discussed. If applicable, include the following:

- (a) The date of the current CASB Disclosure Statement
- (b) The effective date of the rates or the data that formed the basis for the rates (the date of the burden study analysis or payroll run, etc.);
- (c) A narrative explaining the basis for the estimated rates. Specifically identify any escalation factors used;
- (d) State whether these rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement;
- (e) State whether or not the business volume that would be generated if a contract was awarded to your firm as a result of this RFP has been included in the proposed rate package;
- (f) The ending month of the Offerors fiscal year;
- (g) For each of the rate categories, provide both the prior and current fiscal years Incurred Cost rates. Indicate if the prior year rates have been audited. For the current years Incurred Cost rates, provide the month ending for those rates.

L.5.3.5 Profit. State the profit rate and dollar amount per unit.

L.5.4 Each Offeror is responsible for submitting a complete proposal including subcontractor information for subcontractors over \$12.5M by the solicitation close date. Sub-contractor proposals should include data specified in Section L.5.3 above. Subcontractors may contact the PCO, Ms. Doreen Costa, at Doreen.j.costa.civ@mail.mil, for further information and instruction regarding subcontractor proposal submission. The Government will not communicate with any subcontractor directly to request information or to clarify information received. Failure of the subcontractor to submit the necessary cost or pricing data to the Government, prior to the solicitation close date, shall render the prime Offeror non-responsive.

L.5.5 Interdivisional Transfers (if applicable). Identify the cost basis for all interdivisional transfers. Offerors are responsible for submitting sufficient information on excel spreadsheets to enable the Governments evaluation of these transfers.

L.5.6 Provide a narrative explaining the basis for the estimated direct costs and rates. Specifically identify any escalation factors used.

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L.5.7 The Offeror and each Major Subcontractor shall provide the address, email, and telephone number of the cognizant DCAA Field Audit Office and DCMA office.

L.6 Volume IV: Small Business Participation Factor.

The Small Business Participation Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.6.1 Application: The Small Business Participation proposal submission instructions apply to every Offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters.

L.6.2 Definitions:

a. U.S. small business concerns are defined in FAR 19 and DFARS 19. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), and service disabled veteran-owned small businesses (SDVOSBs).

b. Contractor team arrangements are defined in FAR 9.601 and include partnerships, joint ventures, and prime and subcontractor relationships.

L.6.3 Small Business Participation Factor Submittal Attachment 0020:

a. All Offerors, including Offerors who are themselves U.S. small business concerns for the NAICS code assigned to this requirement, are required to complete the Attachment.

b. The Attachment contains detailed instructions for filling out each tab in the file.

c. An Offeror shall fill out the Attachment with goals for this solicitation specifically, even if it is an Other-Than-Small-Business (OTSB) submitting a Comprehensive Subcontracting Plan in accordance with Section I of the solicitation.

d. If the Offeror has a contractor team arrangement as defined in FAR 9.601, the members could be considered either primes or first tier subcontractors according to the team legal agreement. The Offeror shall follow additional specific instructions throughout L.6, as well as on the tabs in the Attachment, related to such team arrangements.

e. The Attachment shall be submitted in the Microsoft Excel workbook format with all tabs, formulas, and functions that are built into the template in the solicitation. Print image files or pictures (for example, a picture of an Excel spreadsheet embedded in a Word document) or files containing only values are not acceptable.

f. Fill-in Tabs (Prime \$, Sub \$, SB Prime List, and SB Sub List): When filling in these tabs, the Offeror shall include in the dollars for prime contractor participation and subcontractor participation the proposed amounts for all of the ECP 1 Vehicle Ordering Period CLINs (0011-0014) using the Total Evaluated CLIN Prices on the pricing spreadsheet (Attachment 0001 Pricing Matrix) to project dollars for both prime and subcontractor participation. Offeror shall NOT include projected dollars for any of the other Ordering Period CLINs (0031-0054).

g. Automatic Tabs (Con and Rollup): These tabs are filled in automatically based on the information the Offeror filled in on the other four tabs. The Offeror shall use these tabs to check for consistency within the Small Business Participation Factor Submittal and between the Small Business Participation Factor Submittal and other parts of the proposal including the Subcontracting Plan and the Offerors Price Volume.

L.6.4 Narrative: If the Offeror has a contractor team arrangement, the Offeror shall submit a brief introductory narrative that explains the arrangement. If any Offeror has any other need to clarify or explain anything in the Small Business Participation Factor Submittal, the information can be included in this narrative.

L.6.5 How Offerors can meet the Governments Small Business Participation Factor Goals listed in Section M: The Offerors extent of small business participation in each small business category will be calculated automatically on the Roll-up tab in the Attachment. The embedded formula takes the Dollars for portion of work to be performed by Small Business Prime and adds it to the Dollars for portion of work to be performed by First Tier Small Business Subcontractors, then divides the sum by the Total Contract Amount, and multiplies the result by 100 to obtain the percentage. For this Small Business Participation Factor ONLY, the Total Contract Amount is defined as the Sum of the Total Evaluated CLIN Prices in the pricing spreadsheet (Attachment 0001 Pricing Matrix) for all of ECP 1 Vehicle Ordering Period CLINs (0011-0014). It does NOT include any of the other Ordering Period CLINs (0031-0054).

a. Small Business prime Offerors can meet the Small Business Participation Factor goals through:

(1) The dollars for the portion of the work to be performed as a prime, including work to be performed as a small business member of a

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contractor team arrangement who is considered a prime by the team legal agreement.

(2) A combination of (1) and dollars for first tier subcontracting to other small businesses, including a small business member of a contractor team arrangement who is considered a first tier subcontractor by the team legal agreement.

b. Other-Than-Small-Business Offerors can meet the Small Business Participation Factor goals through:

(1) The dollars for first tier subcontracting to small businesses, including a small business member of a contractor team arrangement who is considered a first tier subcontractor by the team legal agreement.

(2) The dollars for the portion of the work to be performed by a small business member of a contractor team arrangement who is considered a prime by the team legal agreement.

(3) A combination of (1) and (2).

L.6.6 Differences between the Small Business Subcontracting Plan and Small Business Participation Factor:

a. The Small Business Subcontracting Plan:

(1) is not required of small businesses.

(2) is developed and submitted in accordance with FAR 52.219-9 Small Business Subcontracting Plan and its ALT II and DFARS 252.219-7003 incorporated by reference in Section I (or DFARS 252.219-7004 if the Offeror has a comprehensive subcontracting plan) and TACOM Clause 52.219-4005 in Section L.

(3) is evaluated in accordance with the FAR, DFARS, and AFARS.

(4) has goals that are expressed as a percentage of Total Subcontracting Amount.

(5) has goals for each of the Vehicle Ordering Period CLINs (0011-0014) using the Total Evaluated CLIN Prices in the pricing spreadsheet (Attachment 0001 Pricing Matrix). The goals are broken out separately for each CLIN.

(6) does NOT include dollars or goals for the other Ordering Period CLINs (0031-0054) in any part of the plan, including total contract dollars, total subcontracting dollars, or in any category of small business subcontracting. When the orders for the other Ordering Period CLINs are exercised, the contractor may be required to submit a revision to the subcontracting plan.

b. The Small Business Participation Factor:

(1) is required of all Offerors, including small businesses.

(2) is developed and submitted in accordance with this Section L clause.

(3) is evaluated in accordance with Section M.

(4) has goals that are expressed as a percentage of Total Contract Amount.

(5) has goals for each of the Vehicle Ordering Period CLINs (0011-0014) using the Total Evaluated CLIN Prices in the pricing spreadsheet (Attachment 0001 Pricing Matrix), Goals are NOT broken out separately for each CLIN.

(6) does NOT include dollars or goals for the other Ordering Period CLINs (0031-0054) in any part of the small business participation factor, including total contract dollars, total subcontracting dollars, or in any category of subcontracting.

L.7 VOLUME V: Proposal Terms and Conditions

L.7.1 The Offeror shall submit a signed copy of the Standard Form 33 (SF33) cover page and a copy of all completed fill-ins for Sections A through K, including all signed copies of Amendments to the solicitation. System for Award Management (SAM) certifications need not be separately submitted.

L.7.2 The Offeror shall submit a statement specifying agreement with all terms, conditions, and provisions included in the solicitation or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process, before initial evaluation.

L.7.3 U.S. Small Business Concerns are defined in FAR 19 and DFARS 19. Other Than U.S. Small Business Concerns shall submit an acceptable Small Business Subcontracting Plan in accordance with FAR 52.219-9 and DFARS 252.219-7003 or (DFARS 252.219-7004 if the Offeror has a comprehensive subcontracting plan), and TACOM Clause 52.219-4005 in Section L, and provide this Plan as part of the proposal submission.

*** Please note that pursuant to Section L provision 252.215-7008 - ONLY ONE OFFER, the inclusion of Section L provision 52.215-20 - REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA has been incorporated into the RFP. Any Offeror submission in response to 52.215-20 will only be considered if the Contracting Officer notifies the Offeror that, pursuant to 252-215-7008(a) additional cost or pricing data is required, and that the data shall be certified,

L.8 Organizational Conflict of Interest

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L.8.1 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI) applies to any award under this solicitation. Potential Offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor or subcontractor and as a Government support contractor for Government offices involved in the Bradley program or related programs.

L.8.2 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. Mitigation is considered only if it is not practical to negate and obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

*** END OF NARRATIVE L0001 ***

	<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	252.215-7008	ONLY ONE OFFER	OCT/2013
L-10	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-11	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-12	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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

(End of Provision)

L-13	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications,

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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-14 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

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

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

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

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

(End of Provision)

L-15 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN OCT/2010
CERTIFIED COST OR PRICING DATA

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, 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 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;

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(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

L-16 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

L-17 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

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

(End of clause)

L-18 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
(TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

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(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-19 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

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

[End of Provision]

L-20 DA, 52.215- ABILITY ONE SUBCONTRACTING CREDIT APR/2010
5111

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility 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

[End of provision]

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L-21 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN MAY/2012

(a) Please refer to FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN Alt II, which is incorporated by reference in Section I of this solicitation. The clause requires offerors that are other than small business to submit a subcontracting plan. Such plans are not required from offerors that are small businesses.

(b) The offeror shall submit a copy of the plan as an attachment to the offer in response to this solicitation.

(c) The offeror shall mark each page of the subcontracting plan with the solicitation number and date and any other codes or identification symbols to aid in later identification.

(d) The Plan shall include goals for each of the Vehicle Ordering Period CLINs (0011-0014) using the Total Evaluated CLIN Prices in the pricing spreadsheet (Attachment 0001 Pricing Matrix). The goals shall be broken out separately for each CLIN. Dollars for the other Ordering Period CLINs (0031-0054) shall NOT be included in any part of the plan, including total contract dollars, total subcontracting dollars, or in any category of small business subcontracting. When the orders for the other Ordering Period CLINs are exercised, the contractor may be required to submit a revision to the subcontracting plan.

(e) Failure to submit and, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract may render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses at the prime contract and subcontract levels. In view of this Congressional mandate, the offeror shall provide, within the plan, a specific explanation of any small disadvantaged business goals of less than five percent of the proposal's total subcontracting dollars.

(End of Provision)

L-22 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-23 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING MAR/1996
(TACOM)

(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 PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation and 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 and 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

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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 and 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]

L-24 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM
(TACOM)

MAY/2005

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2008 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2008 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2008 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2008(untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1. BASIS FOR AWARD

M.1.1 GENERAL: The Government anticipates awarding one Indefinite Delivery Indefinite Quantity (IDIQ) contract to the responsible Offeror whose proposal is most advantageous considering the evaluation criteria described below. The evaluation of proposal submitted in response to this solicitation will be conducted on a source selection basis utilizing a tradeoff process to obtain the best value to the Government. The Government will select for award the proposal which best represents the best value to the Government as described below:

There are four evaluation factors:

1. Experience
2. Technical
3. Price
4. Small Business Participation

The relative order of importance of these factors is described in paragraph M.4.2 below.

M.1.2 The Government will weigh the evaluated proposal (other than the Price Factor) against the evaluated price to the Government. As part of the best value determination, the relative strengths, weaknesses, and risks of each proposal shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government. The Government may make no contract award where it concludes that no proposal exists with a reasonable probability of achieving program and contract terms and conditions.

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

M.1.4 Export Controlled Information. This solicitation contains Export Controlled Information in the Attachments. It is the responsibility of the Offeror, not the Government, to obtain the necessary export licenses to share any such information with subcontractors or to obtain access to the files themselves. The failure or inability of an Offeror to obtain the appropriate license or agreement will not be considered as a mitigating factor in the evaluation process. In essence, if the appropriate information is not conveyed in the proposal, an Offerors rating may be impacted.

M.2 REJECTION OF OFFERS

M.2.1 Offerors must carefully read, understand and provide all the information requested in the instructions contained in Section L. If there are parts of the Section L instructions that an Offeror does not understand, the Offeror should request clarification from the Contracting Officer. The circumstances that may lead to the rejection of a proposal are:

(a) The proposal fails to meaningfully respond to the instructions in Section L of this solicitation. Examples of failure to meaningfully respond include:

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

(ii) a proposal fails to provide any of the data and information required in Section L;

(iii) a proposal provides some data but omits significant material data and information required by Section L;

(iv) a proposal merely repeats the contract Scope of Work (and its Attachments)without elaboration.

(b) The proposal includes exceptions to the RFP requirements, attachments, exhibits, enclosures, or solicitation terms and conditions.

(c) The proposal is unbalanced as to price. An unbalanced offer is one which is based on prices significantly high or low for one or more contract line items, and the ranges within, versus another. There must be a direct relationship between the effort expended and its cost or price for each year.

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Name of Offeror or Contractor:

M.3 EVALUATION AND SOURCE SELECTION PROCESS

M.3.1 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 of this solicitation and against the solicitation requirements and the evaluation criteria described in Section M.4. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers above.

M.3.2 SOURCE SELECTION AUTHORITY: The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award. The Source Selection Advisory Council (SSAC) will provide a written comparative analysis of the proposals and an award recommendation for the SSA prior to the selection decision.

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 Importance of Price. Award will be made to the responsible Offeror whose proposal represents the best value to the Government. This may not be the Offeror with the lowest price. However, the closer the Offerors evaluations are in those Factors other than Price, the more important Price becomes in the decision. Notwithstanding the relative order of importance of the evaluation Factors stated herein, Price may be controlling when:

- a. Proposals are considered approximately equal in the non-price factors; or
- b. An otherwise superior proposal is unaffordable; or
- c. The advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.3.5 RESPONSIBILITY

M.3.5.1 Determination of Responsibility and Eligibility for Award. Per FAR 9.103, a contract will be placed only with an Offeror 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. In addition, the Government may assess the Offerors financial and management capability to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their Significant Subcontractors, defined as any subcontract dollar value in excess of \$12.5 Million per year or if the subcontracted work is critical to the whole) to aid the Contracting Officer 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. Arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- b. Request an Offeror provide financial, technical, production, or managerial background information. If the requested information is not submitted within 7 calendar days from the date of the receipt of the request, or if the Offeror refuses the Government access to its facility, the Government may determine the Offeror non-responsive. If the Government visits the Offerors facility, please ensure that current data relevant to your proposal is available for Government personnel to review.

M.4 EVALUATION CRITERIA

M.4.1 The Government will assess each Offeror on the following four Evaluation Factors:

- (1) Experience
- (2) Technical
- (3) Price
- (4) Small Business Participation

M.4.2 Order of Importance: The Experience Factor is more important than the Technical Factor. The Technical Factor is more important than the Price Factor. The Price Factor is significantly more important than Small Business Participation Factor. The non-Price Factors, when combined, are significantly more important than the Price Factor.

M.5 (RESERVED)

Name of Offeror or Contractor:

M.6 Evaluation Factor 1 Experience (Section L.3). 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.6.1 Integration of complex MWOs (comparable to the T161 Track kit and Roadarm Assembly kit installations) into existing platforms of a complexity comparable to a Bradley vehicle at an installation rate of 30 kits per month.

M.6.2 Procuring, packaging and shipping components and all MWO kits of the complexity and in the quantities and specified by this solicitation, and at the delivery rate specified in Section F.2 - DELIVERY SCHEDULE FOR DELIVERY ORDERS.

M.6.3 Even where the Offerors proposal identifies experience for either itself or any subcontractor, the Government will consider whether the benefits of this experience will ever be employed or realized should the Offeror subsequently be awarded a contract. Accordingly, any prime or subcontractor experience which is identified in the Offerors Experience Factor proposal, but the Offerors 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.7 Evaluation Factor 2 Technical (Section L.4).

Based on the Offeror's proposal information submitted in response to L.4, the Government will assess the proposal risk that the Offeror's technical approach will timely meet requirements.

M.8 Evaluation Factor 3 Price (See L.5)

M.8.1 Price Factor. This factor will be evaluated based upon the Offerors Total Evaluated Price and its reasonableness.

M.8.1.1 The Total Evaluated Price will consist of the sum of the evaluated prices for each CLIN according to the formulas on the Summary Tab in Attachment 0001.

M.8.1.2 For each of the four Ordering Periods in paragraphs a through d below, the evaluated extended prices will be the weighted average unit price multiplied by the below stated estimated quantity for that Ordering Period. Weighted average unit prices will be the summation of the proposed unit prices for each range multiplied by the Government provided factor for that range. For paragraphs e through h, the evaluated price will be the proposed price for each Ordering Period (as a result of proposed price x quantity of 1 x factor of 100%).

CLINS, Estimated CLIN Quantities, Range Quantities, and Factors:

a. CLIN 0011, ECP 1 Vehicle Ordering Period 1:

Estimated CLIN Quantity: 360

Ranges 1-6:

1. Range 1-119, Factor 15%
2. Range 120-200, Factor 15%
3. Range 201-300, Factor 15%
4. Range 301-400, Factor 25%
5. Range 401-500, Factor 15%
6. Range 501-600, Factor 15%

b. CLIN 0012, ECP 1 Vehicle Ordering Period 2:

Estimated CLIN Quantity: 240

Ranges 1-6:

1. Range 1-119, Factor 15%
2. Range 120-200, Factor 15%
3. Range 201-300, Factor 25%
4. Range 301-400, Factor 15%
5. Range 401-500, Factor 15%
6. Range 501-600, Factor 15%

c. CLIN 0013, ECP 1 Vehicle Ordering Period 3:

Estimated CLIN Quantity: 270

Ranges 1-6:

1. Range 1-119, Factor 15%

Name of Offeror or Contractor:

2. Range 120-200, Factor 15%
3. Range 201-300, Factor 25%
4. Range 301-400, Factor 15%
5. Range 401-500, Factor 15%
6. Range 501-600, Factor 15%

d. CLIN 0014, ECP 1 Vehicle Ordering Period 4:

Estimated CLIN Quantity: 210

Ranges 1-6:

1. Range 1-119, Factor 15%
2. Range 120-200, Factor 15%
3. Range 201-300, Factor 25%
4. Range 301-400, Factor 15%
5. Range 401-500, Factor 15%
6. Range 501-600, Factor 15%

e. CLIN 0021, RESERVED

f. CLINs 0031-0034, NET Training

CLIN 0031: Ordering Period 1: Evaluated CLIN Quantity 12, Factor 100%

CLIN 0032: Ordering Period 2: Evaluated CLIN Quantity 8, Factor 100%

CLIN 0033: Ordering Period 3: Evaluated CLIN Quantity 9, Factor 100%

CLIN 0034: Ordering Period 4: Evaluated CLIN Quantity 7, Factor 100%

g. CLINs 0041-0044, ASL, BII, STE

CLIN 0041: Ordering Period 1: Evaluated CLIN Quantity 4, Factor 100%

CLIN 0042: Ordering Period 2: Evaluated CLIN Quantity 2, Factor 100%

CLIN 0043: Ordering Period 3: Evaluated CLIN Quantity 3, Factor 100%

CLIN 0044: Ordering Period 4: Evaluated CLIN Quantity 3, Factor 100%

h. CLINs 0051-0054, Training Materials

CLIN 0051: Ordering Period 1: Evaluated CLIN Quantity 4, Factor 100%

CLIN 0052: Ordering Period 2: Evaluated CLIN Quantity 2, Factor 100%

CLIN 0053: Ordering Period 3: Evaluated CLIN Quantity 3, Factor 100%

CLIN 0054: Ordering Period 4: Evaluated CLIN Quantity 3, Factor 100%

M.8.2 For the purpose of this evaluation, the following definition will be used:

Price and Cost Reasonableness: A price or cost is considered reasonable if that price or cost does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.8.3 The Defense Contract Audit Agency (DCAA) may be requested to verify proposed rates and projections. The Government may use other resources in the evaluation of the price proposal. The Government reserves the right to request more detailed information.

M.8.4 Unbalanced Pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items, and the ranges within, is significantly over- or understated as indicated by the application of cost and price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to price, may either be rejected or determined unacceptable for award.

M.9. Small Business Participation Factor 4 (See L.6)

M.9.1 The Government will evaluate the Offerors proposed extent of Small Business Participation in the performance of the contract for the Small Business categories listed in M.9.2 below.

M.9.2 The evaluation will consist of the following:

a. The extent to which the proposal identifies participation by U.S. small business concerns to achieve the Governments goals for U.S. small businesses (SBs) in the categories listed below and expressed as percentage of Total Contract Amount. For this Small Business Participation Factor ONLY, the Total Contract Amount is defined as the Sum of the Total Evaluated CLIN Prices in the pricing spreadsheet (Attachment 0001 Pricing Matrix) for all of ECP 1 Vehicle Ordering Period CLINs (0011-0014). It does NOT include any of the other Ordering Period CLINs (0031-0054).

8% for Small Business (SB)

1% for Small Disadvantaged Business (SDB)

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Name of Offeror or Contractor:

b. An assessment of the proposal risk that the Offeror will achieve the levels of Small Business Participation identified in the proposal.

*** END OF NARRATIVE M0001 ***

Block 9: Distribution D. Distribution authorized to the Department of Defense and US DoD Contractors only; Administrative or Operational Use; (insert date of CDRL submission). Other requests shall be referred to the U.S. Army Tank-Automotive Life Cycle Management Command (LCMC), ABCT Project Manager, ATTN: SFAE-GCS-ABCT-L, Warren, MI 48397-5000.

Blocks 10, 12 and 13: The contractor shall deliver a report no later than ten days after completion of installation of each Brigade set.

Block 14: All data deliverables shall be submitted to the PM-ABCT Bradley ECP Integrated Development Environment (IDE). The Contractor shall provide e-mail notification of data submissions to the COR and Government APM.

-
1. DATA ITEM NO. A004
 2. TITLE OF DATA ITEM: Material Fielding and Transfer
 3. SUBTITLE: Material Requirements List (MRL)
 4. AUTHORITY (Date of Acq Document No.) AR 700-142
 5. CONTRACT REFERENCE: C.7.3
 6. REQUIRING OFFICE: SFAE-GCS-ABCT-L
 7. DD250 REQ: LT
 8. APP CODE: N/A
 9. DIST. STATEMENT REQUIRED: D
 10. FREQUENCY: See Block 16
 11. AS OF DATE:
 12. DATE OF FIRST SUB: See Block 16
 13. DATE OF SUBS.SUB: See Block 16
 14. DISTRIBUTION
 - A. SFAE-GCS-ABCT-L
 - B. COPIES

DRAFT	FINAL
1	1
 15. TOTAL: 2
 16. REMARKS:

Block 4: Supply Data and Gaining Command information in the MRL shall include the following:

- a. Gaining Brigades command and control plan
- b. Primary end item gain organizations UIC and DoDAAC for all classes of supply to be issued.
- c. Ship to address and organizations POC
- d. Weapon Systems or End Item
- e. Components of the End Item (COEI)
- f. Basic Issue Items (BII)
- g. Special Tools and Test Equipment (STTE)
- h. Authorized Stockage Listing (ASL)
- i. Publications
- j. Organizations Concurrence and signature Page

Block 9: Distribution D. Distribution authorized to The Department of Defense and US DOD Contractors only; Administrative or Operational Use; (insert date of CDRL submission). Other requests shall be referred to the U.S. Army Tank-automotive Life Cycle Management Command (LCMC), ABCT Project Manager, ATTN: SFAE-GCS-ABCT-L, Warren, MI 48397-5000.

Blocks 10, 12 and 13: Delivery date of draft MRL shall correspond to scheduled NMIB and MRL Coordination Meetings. The Government has 15 days to review the preliminary draft. The contractor has 10 days, after receipt of Government comments, to prepare and deliver the final report.

Block 14: All data deliverables shall be submitted to the PM-ABCT Bradley ECP Integrated Development Environment (IDE). The Contractor shall provide e-mail notification of data submissions to the COR and Government APM. Data shall be provided electronically in Microsoft Word, Adobe PDF, or other software as mutually agreed upon.

-
1. DATA ITEM NO. A005
 2. TITLE OF DATA ITEM: Request for Variance (RFV)

- 3. SUBTITLE: Configuration Management
- 4. AUTHORITY (Date of Acq Document No.) DI-SESS-81883
- 5. CONTRACT REFERENCE: C.5.3
- 6. REQUIRING OFFICE: SFAE-GSC-ABCT
- 7. DD250 REQ: LT
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY: As Required
- 11. AS OF DATE:
- 12. DATE OF FIRST SUB: As Required
- 13. DATE OF SUBS.SUB: As Required
- 14. DISTRIBUTION
 - A. ADDRESSEES: SFAE-GCS-ABCT
 - B. COPIES

	DRAFT	FINAL	Reg	Repro
	1			
		1		
- 15. TOTAL: 1 DRAFT, 1 FINAL
- 16. REMARKS:

Request for Variance (RFV) submissions shall be sent to jeffrey.d.scannell2@mail.mil and Daniel.g.lam.civ@mail.mil.

The Point of Contact for WINDCHILL PDMLink questions may be directed to Jeff Scannell, 586.282.9687 or Jeffrey.d.scannell2.civ@mail.mil.
(Alternate: Daniel Lam, 586.282.5299, Danielle.g.lam.civ@mail.mil)

Prepare RFVs using MICROSOFT OFFICE or ADOBE products. Create RFV text files using the WINDCHILL PDMLink resident software format, Standard Generalized Markup Language (SGML). Create enclosures and figures using widely accepted software formats of MICROSOFT OFFICE or ADOBE products. Use graphic formats that are accepted by the PDMLink Product View, for attaching engineering drawings, photographs, and illustrations. Acceptable graphic formats include CALS Group 4 Raster (.C4), JPEG, TIF, GIF, PDF, PCX, GCM, Windows Bitmap, or Windows Metafile.

RFV identifying numbers shall be assigned by the contractor. The numbers sequence shall run consecutively and shall not total over 15 characters, to include any dashes or revision identifiers. The RFV numbers shall be unique once assigned and retained for all subsequent submissions. The contractor may submit revised RFDs by using the original number and adding a suffix of R1,, R2, etc.

Block 9: Distribution D. Distribution authorized to The Department of Defense and US DOD Contractors only; Administrative or Operational Use; (insert date of CDRL submission). Other requests shall be referred to the U.S. Army Tank-automotive Life Cycle Management Command (LCMC), ABCT Project Manager, ATTN: SFAE-GCS-ABCT-L, Warren, MI 48397-5000.

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