

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 57	Pages
2. Contract Number		3. Solicitation Number W56HZV-13-R-0530		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2014JAN23	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ADEC 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 02:00pm (hour) local time 2014FEB24 (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 JORDAN VANDESTEENE	B. Telephone (No Collect Calls)			C. E-mail Address JORDAN.M.VANDESTEENE@US.ARMY.MIL
Call:		Area Code (586)	Number 282-3530	Ext.	

11. Table Of Contents

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

AWARD (To be completed by Government)

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

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JORDAN VANDESTEEENE
 Buyer Office Symbol/Telephone Number: CCTA-ADEC/(586)282-3530
 Type of Contract: Firm Fixed Price
 Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

EXECUTIVE SUMMARY

The RCIS driveline effort will upgrade the Army's HMEE-I platform with electronic driveline and machine control capability. This project will include a two phase approach.

The first phase requires an Analysis of Alternatives (AoA) for both the driveline and machine control functions. This analysis will address varying levels of performance and technological approaches as described by section C of the scope of work. Upon completion of this phase, the government will evaluate the contractor findings and determine the appropriate technologies to incorporate.

In the second phase, the government will select from the separately priced options presented in phase one. The contractor will then develop and install a production ready prototype with supporting technical data and testing.

NOTICE: THIS SOLICITATION IS SOLE SOURCE TO JCB, INC., CAGE CODE (0JKF0).

*** 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=W56HZV13R0530

(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.

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

(e) Note to offerors:

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

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

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

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

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

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

End of Provision

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

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

[End of Provision]

A-3 52.209-4025 NOTICE OF TRAINING OPPORTUNITIES AT THE DETROIT ARSENAL MAR/2013

The contractor is notified that in accordance with training requirements required in the performance of this solicitation, and subsequent contract, that the G2 Office of TACOM LCMC can provide the following training upon request to contracting personnel. This opportunity is extended to all contractor personnel performing at the Detroit Arsenal and TACOM LCMC Organizations, including Selfridge Air National Guard Base.

Training is available for AT/OPSEC requirements including but not limited to: iWatch Training, Annual Security Training, and OPSEC Training as part of Annual Security training.

Contractors should make requests for training to the buyer listed on this solicitation and contract.

(End of Notice)

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Name of Offeror or Contractor:

Columbus, contact your contract administrator for the customer service phone/fax numbers.

[End of Clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>INITIAL DESIGN STUDY - DRIVELINE CONTROL FUNCTIONS</u></p> <p>SERVICE REQUESTED: DRIVELINE CONTROL FUNCTIONS</p> <p>Initial design study of driveline control functions in accordance with the Scope of Work, Section C, paragraph C.2.1.2.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0002	<p><u>INITIAL DESIGN STUDY - MACHINE CONTROL FUNCTIONS</u></p> <p>SERVICE REQUESTED: MACHINE CONTROL FUNCTIONS</p> <p>Initial design study of machine control functions in accordance with the Scope of Work, Section C, paragraph C.2.2.1.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0003	<p><u>UNEXERCISED OPTION QUANTITY - ENGINE THROTTLE</u></p> <p>SERVICE REQUESTED: ENGINE THROTTLE</p> <p>Option for the Machine Integration of Engine Throttle in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>UNEXERCISED OPTION QUANTITY - ENGINE ON/OFF</p> <p>SERVICE REQUESTED: ENGINE ON/OFF</p> <p>Option for the Machine Integration of Engine On/Off in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0005	<p>UNEXERCISED OPTION QUANTITY - TRANSMISSION SHIFTING</p> <p>SERVICE REQUESTED: TRANSMISSION SHIFTING</p> <p>Option for the Machine Integration of Transmission Shifting in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0006	<p>UNEXERCISED OPTION QUANTITY - SERVICE BRAKES</p> <p>SERVICE REQUESTED: SERVICE BRAKES</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>Option for the Machine Integration of Service Brakes in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>UNEXERCISED OPTION QUANTITY - PARKING BRAKES</u></p> <p>SERVICE REQUESTED: PARKING BRAKES</p>				\$ _____
0008	<p>Option for the Machine Integration of Parking Brakes in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>UNEXERCISED OPTION QUANTITY - REAR STEER</u></p> <p>SERVICE REQUESTED: REAR STEER</p> <p>Option for the Machine Integration of Rear Steer in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>UNEXERCISED OPTION QUANTITY - FRONT STEER COLUMN</p> <p>SERVICE REQUESTED: FRONT STEER COLUMN</p> <p>Option for the Machine Integration of Front Steer Column in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0010	<p>UNEXERCISED OPTION QUANTITY - FRONT STEER ELECTRIC</p> <p>SERVICE REQUESTED: FRONT STEER ELECTRIC</p> <p>Option for the Machine Integration of Front Steer Electric in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0011	<p>UNEXERCISED OPTION QUANTITY - FRONT STEER W/ REAR STEER</p> <p>SERVICE REQUESTED: FRONT STEER W/ REAR STEER</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p>Option for the Machine Integration of Front Steer With Rear Steer in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>UNEXERCISED OPTION QUANTITY - DIFF LOCK ON/OFF</u></p> <p>SERVICE REQUESTED: DIFF LOCK ON/OFF</p>				\$ _____
0013	<p>Option for the Machine Integration of Differential Lock On/Off in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>UNEXERCISED OPTION QUANTITY - 4WD ON/OFF</u></p> <p>SERVICE REQUESTED: 4WD ON/OFF</p> <p>Option for the Machine Integration of 4 Wheel Drive On/Off in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>UNEXERCISED OPTION QUANTITY - SUSPENSION SELECTOR</u></p> <p>SERVICE REQUESTED: SUSPENSION SELECTOR</p> <p>Option for the Machine Integration of Suspension Selector in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0015	<p><u>UNEXERCISED OPTION QUANTITY - LIGHTS ON/OFF</u></p> <p>SERVICE REQUESTED: LIGHTS ON/OFF</p> <p>Option for the Machine Integration of Lights On/Off in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0016	<p><u>UNEXERCISED OPTION QUANTITY - WARNING MESSAGES</u></p> <p>SERVICE REQUESTED: WARNING MESSAGES</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	<p>Option for the Machine Integration of Warning Messages in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>UNEXERCISED OPTION QUANTITY - STATUS MESSAGES</u></p> <p>SERVICE REQUESTED: STATUS MESSAGES</p>				\$ _____
0018	<p>Option for the Machine Integration of Status Messages in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>UNEXERCISED OPTION QUANTITY - SELECTOR SWITCH</u></p> <p>SERVICE REQUESTED: SELECTOR SWITCH</p> <p>Option for the Machine Integration of Selector Switch in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</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
0019	<p><u>Deliveries or Performance</u></p> <p>UNEXERCISED OPTION QUANTITY - IN CAB CONNECTOR</p> <p>SERVICE REQUESTED: IN CAB CONNECTOR</p> <p>Option for the Machine Integration of In Cab Connector in accordance with the Scope of Work, Section C, paragraph C.2.7. Pending results from the initial design study, this option may be exercised.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0020	<p><u>OPERATOR AND MAINTENANCE TRAINING</u></p> <p>SERVICE REQUESTED: O&M TRAINING</p> <p>Operator and Maintenance Training in accordance with the Scope of Work, Section C, paragraph C.4.8.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0021	<p><u>SYSTEM SUPPORT PACKAGE</u></p> <p>COMMODITY NAME: SYSTEM SUPPORT PACKAGE</p> <p>System Support Package in accordance with the Scope of Work, Section C, paragraph C.2.12.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p><u>ONSITE SUPPORT</u></p> <p>SERVICE REQUESTED: ONSITE SUPPORT</p> <p>Onsite Support in accordance with the Scope of Work, Section C, paragraph C.2.12.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ _____
0023	<p><u>DATA ITEMS</u></p>				
A001	<p><u>MEETING MINUTES</u></p> <p>In accordance with CDRL A001 and the Scope of Work C.4.1 and C.4.3.</p> <p>(End of narrative B001)</p>				\$ _____
A002	<p><u>MODELS AND DRAWINGS</u></p> <p>In accordance with CDRL A002 and the Scope of Work C.4.6.</p> <p>(End of narrative B001)</p>				\$ _____

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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>STATUS REPORTS</u></p> <p>In accordance with CDRL A003 and the Scope of Work C.4.2.</p> <p>(End of narrative B001)</p>				\$ _____
A004	<p><u>FINAL TECHNICAL REVIEW REPORT</u></p> <p>In accordance with CDRL A004 and the Scope of Work C.4.5.</p> <p>(End of narrative B001)</p>				\$ _____
A005	<p><u>INITIAL DESIGN REVIEW REPORT</u></p> <p>In accordance with CDRL A005 and the Scope of Work C.4.3.</p> <p>(End of narrative B001)</p>				\$ _____
A006	<p><u>CORRECTIVE ACTION REPORT</u></p> <p>In accordance with CDRL A006 and the Scope of Work C.5.2.</p> <p>(End of narrative B001)</p>				\$ _____
A007	<p><u>OPERATOR TRAINING SUPPLEMENT</u></p> <p>In accordance with CDRL A007 and the Scope of Work C.4.8.</p> <p>(End of narrative B001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0024	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>The contractor shall provide the information required by the contract clause entitled CONTRACTOR MANPOWER REPORTING (CMR), TACOM Clause 52.237-4000.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>AS REQUIRED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	AS REQUIRED	1	LO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	AS REQUIRED												

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The Government will furnish one HMEE-I, serial number GEOHMEE1P91063175 to be used for the incorporation of the Electronic Driveline Modification. Throughout this Scope of Work, this designated HMEE-I will be referred to as the modified HMEE-I.

C.1.2 The period of performance of this contract shall be 19 months from the date of contract award.

C.1.3 The contractor shall design a combined software and hardware solution which permits electronic control of the HMEE-I driveline and machine control functions (C.2.1). Driveline is defined as functions necessary to accelerate, stop and steer the machine. Machine control functions are defined as messages, warnings and switches that engage the various operating modes (C.2.2) or lights. The contractor is responsible for the vehicle mounted hardware, machine software and the interface adapter that allows the modified HMEE-I to receive driveline signals.

C.1.4 The contractor shall perform an Analysis of Alternatives (AoA) for both the driveline and machine control functions. The analysis shall address varying levels of performance as described by section C.2 (Requirements). Each alternative solution shall include in depth discussion of performance, safety, cost, integration challenges and technical risk. In the event that the software and hardware solution reduces machine capabilities, it shall be identified and explained in the technical analysis.

C.1.5 The contractor shall incorporate the Government accepted driveline solution on the modified HMEE-I (C.2.5). This vehicle shall be capable of operation in both manned and un-manned (activated by an in-cab switch) configurations. Manned operation refers to conventional HMEE operation via mechanical inputs. Unmanned will refer to HMEE-I operation via electronic inputs.

C.1.6 The Government will perform proof of concept testing on the modified HMEE-I. Testing will consist of approximately 75 hours of reliability testing; reliability testing includes manned operation in accordance with Attachment 001- HMEE-I Mission Profile. The focus will be to identify hardware/software failures or functionality issues related to the driveline modifications while incorporating the integrated hardware and software.

C.2 REQUIREMENTS

C.2.1 The contractor shall develop a design proposal package for modification to the HMEE-I that permits unmanned operation. The contractor shall perform an AoA that trades system performance, platform performance, integration, technical risk, safety (hardware and software) and cost (C.4.3).

C.2.1.1 The following parameters should be considered during the design phase to enable electronic operation. These guidelines will be analyzed and evaluated based on characteristics associated with performance, cost, safety, (hardware and software) integration and/or risk. Factors to be considered in the AoA:

- a. The electronic control should not impair conventional machine operation/capability as defined in ATPD-2301 when operated in the manned mode.
- b. It is desired that electronic control does not impair conventional machine operation/capability as defined in Attachment 002- Purchase Description ATPD-2301 when operated in the electronic or unmanned mode.
- c. All electrical, mechanical, pneumatic and hydraulic connections used for changeover between the manned and unmanned modes shall be designed with quick connects.
- d. All driveline components shall be capable of operating in environmental conditions as defined in ATPD-2301.
- e. The HMEE-I modification should be hardened IAW best commercial practice (BSEN 13309 and ISO 13766) against Electromagnetic Environmental Effects in accordance with MIL-STD 461 and MIL-STD-464.
- f. On the Modified HMEE-I, a single operator should be able to switch from the manned (conventional controls) to the unmanned (electronic controls) modes and vice versa; this operation should not exceed five minutes.
- g. Operating speeds for electronic control shall be evaluated at two levels, 8 kph max and 48 kph max. Operating speeds for manned mode will be IAW Attachment 002- Purchase Description ATPD-2301.
- h. Federal Motor Vehicle Safety Standards (FMVSS) compliance for braking, steering and accelerator control is desired for both the manned and unmanned operating modes.

C.2.1.2 Required driveline control functions include:

1. Engine Throttle: Provides electronic control of the throttle, full range of motion required.
2. Engine On/Off: Provides electronic start and stop capability for the engine.
3. Transmission Shifting: Provides electronic shifting forward and reverse. At minimum, forward gears 1 to 5 should be available to meet the 48kph minimum speed requirement and 1st reverse should be available. Shifting should be performed automatically with the ability to select and maintain a gear.
4. Service Brakes: Provides electronic control of the service brakes, full modulation of the brakes is required.
5. Parking Brakes: Provides electronic engagement and disengagement of the parking brakes.
6. Steering:
 - a. Rear Axle Steer Only: Provides electronic steering capability via the rear axle only
 - b. Front Axle Steer (bolt on approach): Provides electronic steering capability of the front wheels using a bolt-on column actuator, or

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by another suitable method.

- c. Front Axle Steer (drive by wire fully integrated approach): Provides electronic steering capability of the wheels using a fully integrated steer-by-wire methodology.
- d. Rear Axle Steer with Front Axle Steer: Provides the ability to crab steer and 4-wheel steer the HMEE-I. Should be operational with steering approach 2.1.2; 6 (b.) and 2.1.2; 6 (c.).

C.2.2 The contractor shall develop a design package (C.4.3) for the HMEE-I that permits electronic control of select machine functions and the communication of machine warning and operational status. Findings and recommendations shall be presented to the Government during the initial design review.

C.2.2.1 Required machine control, machine warning and status functions includes:

1. Machine control functions requiring electronic control:
 - a. Differential Lock On/Off
 - b. 4 Wheel Drive On/Off
 - c. Suspension Selector
 - i. Loader mode
 - ii. Excavator mode
 - iii. Standard
 - d. Lights On/Off
 - i. Headlights
 - ii. Rear Work Lights
2. Warnings:
 - a. Suspension Lock-out Warning
 - b. ABS Fault
 - c. Cooling Fan Inhibited
 - d. 4WD Active
 - e. Differential Lock Active
 - f. Critical Error Messages (Electronic Monitoring System)
 - g. Master Stop Warning
 - h. Stabilizer Deployed Warning
3. Status:
 - a. Fuel Level
 - b. Transmission Temperature
 - c. Hydraulic Temperature
 - d. Coolant Temperature
 - e. Oil Pressure
 - f. Voltmeter
 - g. Ground Speed
 - h. Engine Speed
 - i. Gear Selected

C.2.3 The contractor shall provide a vehicle interface connector (SAE J1939 type connector) that allows the Government to send and receive signals between the modified HMEE-I and a Government developed Operator Control Unit (OCU).

C.2.4 The contractor shall provide or make use of an existing in-cab switch that permits switching between manned and unmanned modes of operation.

C.2.5 The contractor shall develop formal designs for the capability identified in C.2.3, C.2.4 and the Government approved concepts described in C.2.1 and C.2.2. The design shall be performed at a level sufficient to provide the Government with a Proof of Concept demonstrator. Government concept approval will be granted or denied at the initial design review.

C.2.6 The contractor shall document details of the electronic control interface, required input and output signals and interoperability information necessary for the Government to develop associated equipment to upgrade the HMEE-I with unmanned driveline control. The contractor is not responsible for the development the robotic applique kit.

C.2.7 The contractor shall procure hardware and software and modify a Government furnished HMEE-I. Modification shall be made in accordance with the Government approved concept for driveline and machine control modifications as required by C.2.1, C.2.2, C.2.3 and C.2.4.

C.2.8 The contractor shall perform a shakedown test of the modified HMEE-I to evaluate speed, braking and steering IAW Attachment 002-Purchase Description ATPD- 2301. Contractor testing shall document and demonstrate that the modified HMEE-I, via electronic signal input, performs all driveline and machine control functions as specified in C.2.1, C.2.2, C.2.3 and C.2.4 (emulation with CANalyser CAPL scripts is acceptable). JCB is not required to perform a complete evaluation of Electromagnetic Environmental Effects in accordance with MIL-STD 461 and MIL STD 464.

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C.2.9 The contractor shall perform a detailed cost analysis and Bill of Materials (BOM) for each driveline, machine control, warning message and status message. Cost analysis shall be based on 1 unit and 100 units. Cost analysis shall include projected follow-on testing and production release cost to mature the design from Proof of Concept to Production Ready.

C.2.10 The contractor shall develop a Level II Technical Data Package (TDP) for the driveline and machine control hardware and software modifications (C.4.6).

C.2.11 The contractor shall develop a supplemental operators manual to document any changes to the driveline that will impact machine function and provide instruction for electronic control. Contractor format is acceptable.

C.2.12 Contractor Support of Government Testing

The contractor shall support Government testing at Aberdeen Test Center (ATC). Full time onsite test support is not required. Contractor support is needed to resolve technical issues related to the system modification to accept the hardware and software changes. Contractor initial response is required within 72 hours. The contractor shall be responsible to resolve functionality and operational issues related to the driveline retrofit and INTERFACES only. The "proof of concept" system is not required to have on-board diagnostic capability.

The Contractor shall provide a recommended System Support Package SSP to support the HMEE-I platform for the duration of the Government test, with his proposal. This recommended SSP shall contain a list of all the recommended parts to include all long lead items for the HMEE-I, recommended quantities of parts and prices. This priced list shall be submitted with the contractor's proposal it will be evaluated and screened with the contractor's proposal. The final Government approved SSP will be placed on contract at the time of award. Repairs to the HMEE I platform using this SSP will be the responsibility of the Government.

C.2.13 The government will furnish one HMEE-I, serial number GEOHMEE1P91063175. The contractor shall ship machine from Aberdeen Test Center to their facility within 180 days of contract award.

C.3 MEETINGS

C.3.1 The contractor shall conduct a start of work meeting within 30 days after contract award. Teleconference for the start of work meeting is permitted.

C.3.2 The contractor shall conduct an Initial Design Review (IDR) Meeting approximately 180 days after contract award at TARDEC in Warren, MI. At this meeting, the contractor shall present the proposed HMEE modifications IAW the requirements defined in C.2.1, C.2.2, C.2.3, C.2.4 and C.2.5 while discussing risks with associated mitigating actions and recommend a path forward. The result of this IDR meeting will be communicated via a written statement from the PCO in regard to approval or a request for a get-well plan.

C.3.3 The contractor shall conduct a Final Design Review (FDR) Meeting 390 days after contract award. At the FDR Meeting, the contractor shall present the HMEE-I modifications and the final configuration and characteristics which will be delivered to the Government for testing (C.2.13). Teleconference for the final design review meeting is permitted.

C.3.4 The contractor shall make personnel available during the Government Test & Evaluation (T&E) Planning meeting (420 days after contract award). Contractor consultation via teleconference is acceptable.

C.4 DELIVERABLES

C.4.1 Start of Work: The contractor shall deliver an agenda 10 days prior to the Start of Work Meeting. JCB shall deliver meeting minutes after the Start of Work Meeting IAW CDRL A001-Meeting Minutes.

C.4.2 Monthly Reports: The contractor shall deliver reports on a monthly basis in accordance with CDRL A003-Contractors Progress Status and Management Report. The monthly reports shall address work progress, work issues, work schedule, unexpected changes and principal investigators.

C.4.3 Initial Design Review: The contractor shall deliver a read-ahead package along with an agenda 15 days prior to the Initial Design Review Meeting. Read ahead package shall include a detailed report IAW CDRL A005, Scientific and Technical Reports, that outlines the proposed designs, analysis of alternatives, risks w/ mitigating actions and recommended path forward. The contractor shall deliver meeting minutes after the Initial Design Review Meeting IAW CDRL A001-Meeting Minutes.

C.4.4 Final Design Review: The contractor shall deliver a read-ahead package along with an agenda one week prior to the Final Design Review Meeting. The contractor shall deliver meeting minutes after the Final Design Review Meeting CDRL A001-Meeting Minutes.

C.4.5 Final Report: The contractor shall submit a detailed report outlining changes to the system and technical attributes of the driveline and machine control modifications. Report shall include:

- a. Technical summary and approach
- b. Modification summary (components removed/newly installed/modified),
- c. Electrical schematics and hydraulic schematics

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- d. System information needed for robotic interface; this will include details on the connection and signals for communication.
- e. Itemized cost breakdown by driveline/machine control function and an estimated retrofit cost (bill of materials, labor hours, follow-on testing and production release cost).
- f. Identify system limitations, performance degradation to ATPD-2301(if any) and safety concerns (compared to traditional operation) when operated manually and electronically
- g. Report shall document performance of the system when operated with electronic signals (e.g. steering response, brake performance, drivability, etc.).
- h. Report is format and delivery shall be IAW CDRL A004-Scientific and Technical Reports

C.4.6 Level II Technical Data Package (TDP): The contractor shall deliver a technical data package that includes 2D and 3D drawings for all software and hardware modifications necessary for RCIS incorporation for the modified HMEE-I. The TDP shall be delivered for the modifications that are approved and incorporated into the modified HMEE-I delivered to Aberdeen Test Center. TDP delivery shall be IAW CDRL A002- Engineering Drawings and Models.

C.4.7 The contractor shall deliver the modified HMEE-I, along with the SSP to Aberdeen Test Center 450 days after contract award to:

Transportation Officer
 U.S. Army Aberdeen Proving Grounds, BLDG 507
 Attn: U.S. Army Aberdeen Test Center
 M/F: TEDT-AT-WFE, Jessica Evans
 APG, MD 21005-5059
 DODAAC W81C5M

C.4.8 The contractor shall deliver 8 hours of operator/maintenance training to ATC 450 days after contract award. The training shall also include electric-hydraulic modification information already installed on the GFE HMEE-I used to test. The training manual and training shall provide basic driveline details and operating principles to supplement existing technical manuals. Training manual shall be developed and delivered IAW CDRL A007-Training Materials.

C.5 VERIFICATION

C.5.1 Inspection conditions. Government will perform testing IAW Table I (Attachment 003-RCIS Test Table). Unless otherwise specified, all inspections may be conducted at an ambient temperature (between -40F and 120F), at any humidity, solar radiation, precipitation, blowing dust/sand/rain and within the HMEE-I mission profile (Attachment 001).

C.5.2 Test Incident Report (TIRs): The contractor shall provide written responses to Government generated TIRs related to the driveline retrofit IAW CDRL A006- Failure Analysis and Corrective Action Report.

*** 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/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 15 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 contracting officer, if a COR is not assigned) within 30 calendar days after completion of training AT Level I awareness training is available at <https://atlevell.dtic.mil/at>.

C-3 52.209-4022 iWATCH TRAINING JUN/2012
(TACOM)

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance, with the results reported to the COR no later than 60 calendar days after contract award.

(End of Clause)

C-4 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/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(End of Clause)

C-5 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) FEB/2013
(TACOM)

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

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

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(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION.
Acceptance: DESTINATION.

[End of Clause]

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-7	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	DEC/2013

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Government's unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
___N/A_____	N/A_____
___N/A_____	N/A_____
___N/A_____	N/A_____

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

Contract Line, Subline, or Exhibit Line Item Number	Item Description
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____N/A_____	N/A_____
____N/A_____	N/A_____
____N/A_____	N/A_____

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

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

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**

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

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

(11) Description.

** Once per item.

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

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

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

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

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

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

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

(End of clause)

F-8 52.242-4022 DELIVERY SCHEDULE
 (TACOM)

SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires delivery to be made in accordance with section C.4, Deliverables in Section C of the contract.

(d) Accelerated delivery schedule is acceptable, if approved by the Contracting Officer.

(e) If an accelerated delivery schedule is not acceptable, the required delivery schedule above will apply. If it is acceptable, you may propose an accelerated delivery schedule at no additional cost by submitting a written request to the Contracting Officer.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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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/order:

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

Combo or Invoice and Receiving Report

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

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See Schedule
Issue By DoDAAC	See Schedule
Admin DoDAAC	See Schedule
Inspect By DoDAAC	See Schedule
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	See Schedule
Service Acceptor (DoDAAC)	See Schedule
Accept at Other DoDAAC	See Schedule
LPO DoDAAC	See Schedule
DCAA Auditor DoDAAC	See Schedule
Other DoDAAC(s)	See Schedule

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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.

patricia.pierce3.civ@mail.mil

(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.

N/A

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

(End of clause)

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

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-3 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]

G-4 52.232-4087 PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN) AUG/2012

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

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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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	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-12	52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC/2012
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	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.214-28	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT/2010
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	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	NOV/2013
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-27	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-29	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-30	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-31	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-32	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-33	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-34	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-35	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-37	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-39	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-40	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	FEB/2013
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-43	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	OCT/2010
I-46	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-47	52.232-25	PROMPT PAYMENT	JUL/2013
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-49	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-50	52.233-1	DISPUTES	JUL/2002
I-51	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-52	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-56	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-57	52.245-1	GOVERNMENT PROPERTY	APR/2012

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I-58	52.245-9	USE AND CHARGES	APR/2012
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-61	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-62	52.248-1	VALUE ENGINEERING	OCT/2010
I-63	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-64	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-65	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-66	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-67	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-68	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-69	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-70	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-71	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-72	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-73	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-74	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-75	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-76	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-77	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-78	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-79	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-80	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-81	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-82	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-83	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-84	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
I-85	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAY/2013
I-86	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-87	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-88	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-89	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-90	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-91	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-92	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-93	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2013
I-94	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-95	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-96	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-97	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-98	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-99	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-100	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-101	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-102	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-103	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-104	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-105	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-106	252.246-7001	WARRANTY OF DATA	DEC/1991
I-107	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-108	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 390 days after contract award.

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I-109

52.222-42

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

MAY/1989

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

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

Employee Class

Monetary Wage -- Fringe Benefits

(End of Clause)

I-110

252.204-7010

REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S
ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL
ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL

JAN/2009

(a) If the Contractor is required to report any of its activities in accordance with Department of Commerce regulations (15 CFR Part 781 et seq.) or Nuclear Regulatory Commission regulations (10 CFR Part 75) in order to implement the declarations required by the U.S.-International Atomic Energy Agency Additional Protocol (U.S.-IAEA AP), the Contractor shall

(1) Immediately provide written notification to the following DoD Program Manager:

PM CE/MHE

(2) Include in the notification

(i) Where DoD contract activities or information are located relative to the activities or information to be declared to the Department of Commerce or the Nuclear Regulatory Commission; and

(ii) If or when any current or former DoD contract activities and the activities to be declared to the Department of Commerce or the Nuclear Regulatory Commission have been or will be co-located or located near enough to one another to result in disclosure of the DoD activities during an IAEA inspection or visit; and

(3) Provide a copy of the notification to the Contracting Officer.

(b) After receipt of a notification submitted in accordance with paragraph (a) of this clause, the DoD Program Manager will

(1) Conduct a security assessment to determine if and by what means access may be granted to the IAEA; or

(2) Provide written justification to the component or agency treaty office for a national security exclusion, in accordance with DoD Instruction 2060.03, Application of the National Security Exclusion to the Agreements Between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America. DoD will notify the Contractor if a national security exclusion is applied at the Contractors location to prohibit access by the IAEA.

(c) If the DoD Program Manager determines that a security assessment is required

(1) DoD will, at a minimum

(i) Notify the Contractor that DoD officials intend to conduct an assessment of vulnerabilities to IAEA inspections or visits;

(ii) Notify the Contractor of the time at which the assessment will be conducted, at least 30 days prior to the assessment;

(iii) Provide the Contractor with advance notice of the credentials of the DoD officials who will conduct the assessment; and

(iv) To the maximum extent practicable, conduct the assessment in a manner that does not impede or delay operations at the

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Contractors facility; and

(2) The Contractor shall provide access to the site and shall cooperate with DoD officials in the assessment of vulnerabilities to IAEA inspections or visits.

(d) Following a security assessment of the Contractors facility, DoD officials will notify the Contractor as to

(1) Whether the Contractors facility has any vulnerabilities where potentially declarable activities under the U.S.-IAEA AP are taking place;

(2) Whether additional security measures are needed; and

(3) Whether DoD will apply a national security exclusion.

(e) If DoD applies a national security exclusion, the Contractor shall not grant access to IAEA inspectors.

(f) If DoD does not apply a national security exclusion, the Contractor shall apply managed access to prevent disclosure of program activities, locations, or information in the U.S. declaration.

(g) The Contractor shall not delay submission of any reports required by the Department of Commerce or the Nuclear Regulatory Commission while awaiting a DoD response to a notification provided in accordance with this clause.

(h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.

(End of clause)

I-111 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY FEB/2007
(TACOM)

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 330 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-112 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

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

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

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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-114 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-115 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

Name of Offeror or Contractor:

<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-116 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-117 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-118 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

I-119 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</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRLS A001-A007	07-AUG-2013	007	DATA
Attachment 0001	ATTACHMENT 001 - HMEE-I MISSION PROFILE	07-NOV-2013	003	EMAIL
Attachment 0002	ATTACHMENT 002 - HMEE-I PD	07-NOV-2013	026	EMAIL
Attachment 0003	ATTACHMENT 003 - RCIS TEST TABLE	07-NOV-2013	002	EMAIL

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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	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-8	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-9	252.204-7007	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2013

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(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 American Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7022, Trade Agreements Certificate Inclusion of Iraqi End Products.

___ (v) 252.225-7031, Secondary Arab Boycott of Israel.

___ (vi) 252.225-7035, Buy American Free Trade Agreements Balance of Payments Program Certificate.

___ Use with Alternate I.

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- ___ Use with Alternate II.
- ___ Use with Alternate III.
- ___ Use with Alternate IV.
- ___ Use with Alternate V.

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

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

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

(End of provision)

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).

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

K-12 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-13 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX OCT/2013
 (DEV 2014- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR
 00004) 2014 APPROPRIATIONS (DEV 2014-00004)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been

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exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that--

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

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

(End of provision)

K-14 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
(DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
00004) 2012-00004)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-15 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

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

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

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

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	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	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-4	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-5	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010
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(a) Submission of certified cost or pricing data is not required.

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

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

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

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

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

(End of clause)

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

(End of Provision)

L-7	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of

Name of Offeror or Contractor:

any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000)..

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

(End of Provision)

L-8 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

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

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-9 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-10 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):

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

L-11 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-12 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.

(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-13 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
(TACOM)

Name of Offeror or Contractor:

- 1) All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation.
- 2) At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).
- c) **BADGES.**
- 1) Badges/Passes. Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).
- 2) Obtaining Badges. Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.
- 3) Returning Badges. The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.
- 4) **Badge Guidance.**
- a) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.
- b) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.
- c) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.
- d) **MEETING ATTENDANCE.** Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.
- e) **CLASSIFIED ACCESS.** If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.
- f) **REGULATORY COMPLIANCE.** All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.
- g) **NON-DISCLOSURE AGREEMENT.** Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR

NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal, TACOM LCMC, or other tenant organizations (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

Name of Offeror or Contractor:

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

- Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);
- Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);
- Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);
- Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);
- Attorney work product;
- Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and
- Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer verbally within two business days, followed up in writing within five business days.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of Provision]

L-17 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]

L-18 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2013

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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-19	52.245-4002 (TACOM)	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING	MAR/1996
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(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

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

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

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

[End of Provision]

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MOD/AMD

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS	APR/2003
M-3	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

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

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

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

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

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

[End of Provision]

M-4	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

(End of Provision)

M-5	52.225-4002 (TACOM)	EVALUATION OF FOREIGN OFFERS	MAR/1984
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For purposes of evaluation only, an evaluation factor equal to the applicable U. S. Manufacturer's Excise Tax and/or the U.S. Retail Excise Sales Tax shall be added by the Government to all offers received from sources outside the United States, its possessions, and Puerto Rico in response to this solicitation.

[End of Provision]

M-6	52.245-4001 (TACOM)	EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY	MAR/1985
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(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or

Name of Offeror or Contractor:

to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. Contractor must provide with their proposal, the list of Government Furnished Property (GFP), the acquisition cost, age, and type of GFP.

(b) For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Monthly Rental Rates

(1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.

(2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

Table with 2 columns: Age of Equipment, Monthly Rental Rates. Rows include 0-2 years (3.00%), Over 2 to 3 years (2.00%), Over 3 to 6 years (1.50%), Over 6 to 10 years (1.00%), Over 10 years (0.75%).

(3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:

- Two percent (2.00%) per month for electronic test equipment and automotive equipment;
-- One percent (1.00%) per month for special tooling and for all other property and equipment.

(c) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

d() For the purposes of determining the evaluation factors set forth above, the following definitions apply:

(1) The term acquisition cost means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has enhanced the original capability of the item;

(2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).

(e) Where this solicitation provides that the property is offered for use on an as-is basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including

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the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0023 B. EXHIBIT: A C. CATEGORY: Other
 D. SYSTEM/ITEM: RCIS Driveline Modification E. CONTRACT/PR NO.: W56HZV-13-R-0530 F. CONTRACTOR: JCB Inc.

- 1. DATA ITEM NO. A004
- 2. TITLE OF DATA ITEM: Scientific and Technical Reports
- 3. SUBTITLE: Final Technical Review Report
- 4. AUTHORITY (Dt of Acq Document No.) DI-MISC-80711A
- 5. CONTRACT REFERENCE: C.4.5
- 6. REQUIRING OFFICE: RDTA-DP
- 7. DD250 REQ: DD
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION

A. ADDRESSEES	B. COPIES:		
	DRAFT	Final Reg	REPRO
RDTA-DP	1		1
15. TOTAL:	1		1

16. REMARKS:

The contractor shall submit a technical report IAW C.4.5. Format shall be IAW DI-MISC-80711A or a comparable contractor format pending approval.

Draft report is due 375 days after contract award. The Government will provide comments within 30 days of receipt. The Contractor shall make all corrections and resubmit the final report no later than 435 days after contract award.

BLK 14 - All copies shall be submitted in electronic format. Delivery via e-mail to:

RDTA-DP ADAM.PUZZUOLI@US.ARMY.MIL

G. PREPARED BY/TITLE/OFFICE: Adam Puzzuoli I. APPROVED BY/TITLE/OFFICE:
 H. DATE: 07 AUG 2013 J. DATE:

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0023 B. EXHIBIT: A C. CATEGORY: Other
 D. SYSTEM/ITEM: RCIS Driveline Modification E. CONTRACT/PR NO.: W56HZV-13-R-0530 F. CONTRACTOR: JCB Inc.

- 1. DATA ITEM NO. A005
- 2. TITLE OF DATA ITEM: Scientific and Technical Reports
- 3. SUBTITLE: Initial Design Review Report
- 4. AUTHORITY (Dt of Acq Document No.) DI-MISC-80711A
- 5. CONTRACT REFERENCE: C.4.3
- 6. REQUIRING OFFICE: RDTA-DP
- 7. DD250 REQ: DD
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION

A. ADDRESSEES	B. COPIES:		
	DRAFT	Final Reg	REPRO
RDTA-DP			1

15. TOTAL: 0 1

16. REMARKS:

The contractor shall submit a technical report IAW C.43. Format shall be IAW DI-MISC-80711A or a comparable contractor format pending approval. Report is due 165 days after contract award.

Draft report is due 165 days after contract award. The Government will provide comments within 15 days of receipt. The Contractor shall make all corrections and resubmit the final report no later than 195 days after contract award

BLK 14 - All copies shall be submitted in electronic format. Delivery via e-mail to:

RDTA-DP ADAM.PUZZUOLI@US.ARMY.MIL

G. PREPARED BY/TITLE/OFFICE: Adam Puzzuoli I. APPROVED BY/TITLE/OFFICE:
 H. DATE: 07 AUG 2013 J. DATE:

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A. CONTRACT LINE ITEM NO. 0023 B. EXHIBIT: A C. CATEGORY: Other
 D. SYSTEM/ITEM: RCIS Driveline Modification E. CONTRACT/PR NO.: W56HZV-13-R-0530 F. CONTRACTOR: JCB Inc.

- 1. DATA ITEM NO. A006
- 2. TITLE OF DATA ITEM: Failure Analysis and Corrective Action Report
- 3. SUBTITLE: Corrective Action Report
- 4. AUTHORITY (Dt of Acq Document No.) DI-RELI-81315 (T)
- 5. CONTRACT REFERENCE: C.5.2
- 6. REQUIRING OFFICE: RDTA-DP
- 7. DD250 REQ: DD
- 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: D
- 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16
- 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION

A. ADDRESSEES	B. COPIES:		
	DRAFT	Final Reg	REPRO
RDTA-DP	1		1
15. TOTAL:	1		1

16. REMARKS:

The contractor shall deliver correction action responses IAW DI-RELI-81315(T), contractor format is acceptable pending government format approval.

Critical: 1. Telephone response within 24 hours, 2. Interim written response by e-mail within 3 days and 3. Final written response by e-mail within 30 days

Major: 1. Interim written response by e-mail within 10 days and 2. Final written response by e-mail within 30 days

Minor: written response by e-mail within 30 days

Informational: response required only if the Government should so request

BLK 14 - All copies shall be submitted in electronic format. Delivery via e-mail to:

RDTA-DP ADAM.PUZZUOLI@US.ARMY.MIL

G. PREPARED BY/TITLE/OFFICE: Adam Puzzuoli I. APPROVED BY/TITLE/OFFICE:
 H. DATE: 07 AUG 2013 J. DATE:

CONTRACT DATA REQUIREMENTS LIST

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A. CONTRACT LINE ITEM NO. 0023 B. EXHIBIT: A C. CATEGORY: Other
 D. SYSTEM/ITEM: Rcis Driveline Modification E. CONTRACT/PR NO.: W56HZV-13-R-0530 F. CONTRACTOR: JCB Inc.

- 1. DATA ITEM NO. A007 2. TITLE OF DATA ITEM: Training Materials
- 3. SUBTITLE: Operator Training Supplement 4. AUTHORITY (Dt of Acq Document No.) DI-O:SS-80872
- 5. CONTRACT REFERENCE: C.4.8 6. REQUIRING OFFICE: RDTA-DP
- 7. DD250 REQ: DD 8. APP CODE: A
- 9. DIST. STATEMENT REQUIRED: D 10. FREQUENCY: See Block 16
- 11. AS OF DATE: See Block 16 12. DATE OF FIRST SUB: See Block 16
- 13. DATE OF SUBS.SUB: See Block 16
- 14. DISTRIBUTION

A. ADDRESSEES	B. COPIES:		
	DRAFT	Final Reg	REPRO
RDTA-DP	1		1
15. TOTAL:	1		1

16. REMARKS:

The contractor shall submit training material for government review 420 days after contract award. Government will provide feedback and approval/disapproval within 15 days of receipt. Final submission with government changes is due 450 days after contract award.

Contractor format for the training manual is acceptable.

BLK 14 - All copies shall be submitted in electronic format. Delivery via e-mail to:

RDTA-DP ADAM.PUZZUOLI@US.ARMY.MIL

G. PREPARED BY/TITLE/OFFICE: Adam Puzzuoli I. APPROVED BY/TITLE/OFFICE:
 H. DATE: 07 AUG 2013 J. DATE: