

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page of Pages</b> 1 63
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W56HZV-14-R-0212	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2014APR25	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY CONTRACTING COMMAND CCTA-ASG-C WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

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

**SOLICITATION**

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:00pm (hour) local time 2014MAY27 (Date).**

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

<b>10. For Information Call:</b>	<b>A. Name</b> ANDREW POMORSKI	<b>B. Telephone (No Collect Calls)</b>		<b>C. E-mail Address</b> ANDREW.G.POMORSKI@US.ARMY.MIL
		<b>Area Code</b> (586)	<b>Number</b> 282-4465	<b>Ext.</b>

**11. Table Of Contents**

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	30
X	B	Supplies or Services and Prices/Costs	4	<b>Part III - List Of Documents, Exhibits, And Other Attach.</b>			
X	C	Description/Specs./Work Statement	13	X	J	List of Attachments	45
X	D	Packaging and Marking	17	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	18	X	K	Representations, Certifications, and Other Statements of Offerors	46
X	F	Deliveries or Performance	19				
X	G	Contract Administration Data	25	X	L	Instrs., Conds., and Notices to Offerors	54
X	H	Special Contract Requirements	28	X	M	Evaluation Factors for Award	60

**OFFER (Must be fully completed by offeror)**

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

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

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

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

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 2 of 63</b>
	PIIN/SIIN W56HZV-14-R-0212	MOD/AMD

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANDREW POMORSKI  
 Buyer Office Symbol/Telephone Number: CCTA-ASG-C/(586)282-4465  
 Type of Contract: Cost Plus Fixed Fee  
 Kind of Contract: Research and Development Contracts  
 Weapon System: No Identified Army Weapons Systems

\*\*\* End of Narrative A0000 \*\*\*

EXTERNAL SUSPENSION UNIT (ESU)  
 RFP: W56HZ-14-R-0212

Instruction to Offerors:

1. It is the Army Contracting Command Warren's intent to solicit and negotiate the requirements of this solicitation with Horstman Systems, Inc., 44215 Phoenix Drive, Sterling Heights, MI, 48314 (Cage Code 5UTD0) and L3 Combat Propulsion Systems, 76 S Getty St, Muskegon, MI 49442 (Cage Code 02978).
2. Provide amounts for CLIN's 0001AA, 0005AA, and 0006AA.
3. Submit cost support for Base Effort, Option Year One, and Option Year two material, travel and Other Direct Costs (inclusive of catalog pricing, online quotes and subcontractor quotes) with your proposal.
4. Proposal is due by 3:00 PM Warren, MI local time on 27 May 2014.

ESU OVERVIEW

The objective of the procurement is for development and subsequent production of external hydropneumatic in arm suspension (ESU) units for evaluation of functionality and applicability with respect to improving mobility performance. It is proposed that this technology shall provide a beneficial alternative suspension option for existing and future military vehicle systems, providing latitude with respect to suspension system design considerations while meeting the performance requirements defined in the scope of work. This procurement includes a base effort and two separate options.

COST TARGET

The cost target for the base effort under this solicitation is \$1M (FY13 dollars). The base effort scope of work in Section C contains all of the capabilities desired at this cost target.

BASE EFFORT OVERVIEW

The base effort consists of the preliminary design and development for passive ESU and an ESU that intergrates height management capability along with real time controllable damping. The Period of Performance for the Base Effort will be 12 months after contract award.

OPTION 1 OVERVIEW

The first option (Option 1) is for detailed design phase based upon the base efforts agreed upon preliminary designs. The contractor shall produce level II drawings suitable to facilitate prototype production and also manufacture three (3) prototype ESUs for laboratory test and evaluation. The Period of Performance for Option 1 will be 12 months after award of the option.

OPTION 2 OVERVIEW

The second option (Option 2) consists of the production of a vehicle set of ESUs for an on vehicle Proof of Principle (POP) evaluation. The Government will supply a Bradley Fighting Vehicle test asset as GFE for performance and durability testing of the ESUs. The Period of Performance for option 2 will be 12 months after award of the option.

ACQUISITION STRATEGY

A limited source strategy is being utilized for this procurement for a single award to Horstman Inc or L3 Combat Propulsion Systems. All proposal submission requirements are located in Section L. A Cost-Plus-Fixed-Fee completion contract (CPFF) will be awarded for the base effort. All proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any proposed deviations from the terms and conditions of the solicitation shall be clearly identified and explicitly defined and may be cause for rejection of the proposal.

NOTICE REGARDING SUBCONTRACTING

Offerors who are Other than Small Business Concerns shall submit a Small Business Subcontracting Plan in accordance with the Section I clauses. The Small Business Subcontracting Plan must be a separate stand-alone file and be clearly labeled as the Small Business Subcontracting Plan.

**Name of Offeror or Contractor:**

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PRE-PROPOSAL QUESTION SUBMISSION

The deadline for Government receipt of Pre-proposal offeror questions is 13 May 2014, 1:00 P.M. local time, Warren, MI.

All questions regarding this solicitation shall be submitted in writing to the Contract Specialist, Justin Eagle, via email at justin.s.eagle.civ@mail.mil. All questions and correspondence related to this solicitation shall reference the solicitation number W56HZV-14-R-0212 in the e-mail subject line.

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

\*\*\* END OF NARRATIVE A0001 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1      52.201-4000	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]

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-14-R-0212 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  BASE YEAR  Contractor shall furnish all the supplies and services to accomplish the tasks specified for this effort and in accordance with Section C Scope of Work.  (End of narrative B001)										
0001AA	<u>BASE YEAR</u>  CLIN CONTRACT TYPE: Cost Plus Fixed Fee PRON: R33MC074R3 PRON AMD: 02 AMS CD: 63300544100  The effort funded on this CLIN is in reference to SOW C.1 to C.3.4  (End of narrative B002)  <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination  <u>Deliveries or Performance</u> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>DEL REL CD</u></td> <td style="text-align: center;"><u>QUANTITY</u></td> <td style="text-align: right;"><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td style="text-align: left;">001</td> <td style="text-align: center;">1</td> <td style="text-align: right;">0365</td> </tr> </table> \$	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0365	1	SV	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ _____ \$ _____ \$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0365									
0002	CONTRACTOR MANPOWER REPORTING										
0002AA	<u>CONTRACTOR MANPOWER REPORTING</u>  The contractor shall provide the information required per contract clause 52.237-4000, entitled "Contractor Manpower Reporting."  Unit Identification Code (UIC): W4GHAA	1	LO		\$ _____ ** NSP **						





**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  DLVR SCH      PERF COMPL  <u>REL CD</u>      <u>QUANTITY</u>      <u>DATE</u>  001      1      AS REQUIRED</p> <p>OPTION YEAR ONE</p> <p>Contractor shall furnish all the supplies and services to accomplish the tasks specified for this effort and in accordance with Section C Scope of Work.</p> <p style="text-align: center;">(End of narrative B001)</p>				
0005AA	<p><u>OPTION YEAR ONE</u></p> <p>CLIN CONTRACT TYPE:  Cost Plus Fixed Fee</p> <p>The effort funded on this CLIN is in reference to SOW C.4 to C.5.5</p> <p style="text-align: center;">(End of narrative B002)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p>	1	SV	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ _____ \$ _____ \$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	<p>(End of narrative B003)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL  <u>REL CD QUANTITY DATE</u>                      001 1 UNDEFINITIZED</p> <p><u>OPTION YEAR 2 HARDWARE - COMPLETE ESU VEHICLE SET</u></p> <p>CLIN CONTRACT TYPE:                      Cost Plus Fixed Fee</p> <p>The effort funded on this CLIN is in reference to SOW C.6.1, C.6.2 and C.7.5.</p> <p>The offeror shall provide the unit price for one complete operational ESU here : \$_____</p> <p>The offeror shall provide the total amount for one vehicle set which consists of the 14 complete manufactured ESUs in the Est. Cost, Fixed Fee, and Total Amount Fields in the CLIN.</p> <p>(End of narrative B001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>(End of narrative B002)</p>	1	LO	Estimated Cost Fixed Fee Not to Exceed (Funding)	\$ _____ \$ _____ \$ _____





**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 12 of 63**

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

## B.1 ESTIMATED COST &amp; PAYMENT

B.1.1 The estimated cost for performance of the work required under this contract is stated in Section B under CLIN 0001AA,0005AA and 0006AA which shall constitute the estimated cost for the purpose of the Contract Clause entitled LIMITATION OF COST, FAR 52.232-20.

Est. Cost: \$XXXXXX

Fixed Fee: \$XXXXXX

Total Amount: \$XXXXXX

B.1.2 The contractor will be paid for the fixed fee stated in Section B under CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

B.1.4 The contractor may submit public vouchers for payment under this contract in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

B.1.5 The fee will be payable at the time of reimbursement of cost in the same proportion to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

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

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

Page 13 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

The contractor shall hold a start of work meeting at its facility, unless some other location is designated in the contract, within 14 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 14 days after the meeting is held.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil>. The required information includes the following:

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

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

End of Clause]

Statement of Work

ENHANCED CAPABILITY MEDIUM TRACKED COMBAT SUSPENSION SYSTEM

**Name of Offeror or Contractor:**

Introduction Combat vehicle weights have continually increased over time, well beyond the original design specifications were based on. This has been detrimental to the mobility of the majority of presently fielded Army vehicles, both combat and tactical. The primary reason for the weight growth is attributed to the addition of armor packages, in an effort to increase the survivability of the crew and vehicle systems. The focus on survivability is also requiring the reexamination of existing suspension systems, soliciting modifications to regain baseline mobility; this includes regaining ground clearance and adequate suspension component response.

External suspension units incorporate both the spring and damper in a complete assembly that mounts external to the hull; this eliminates the torsion bar by providing the springing action with a fluid/gas volume that is compressed. An external in arm unit has the spring and damper element integrated within the road arm casing itself. This rising spring rate is beneficial for minimizing the effects of full jounce excursions. The adjustability of gas/fluid pressures provide a means to adjust the spring characteristics at any given wheel station. Controlled porting of the damping oil allows for variable damping. These two features, when properly understood and controlled, can enhance mobility for virtually any vehicle system. Other advantages of the external suspension unit are interior volume savings, ease of maintenance, and lower weight.

**GOALS AND OBJECTIVES**

This effort shall explore the development and subsequent production of external hydropneumatic in arm suspension (ESU) units for evaluation of functionality and applicability with respect to improving mobility performance. It is proposed that this technology shall provide a beneficial alternative suspension option for existing and future military vehicle systems, providing latitude with respect to suspension system design considerations. This suspension system shall address the requirements of a heavy weight tracked combat vehicle; the target weight for the heavy weight class combat vehicle is 70T. The development of this ESU system shall be able to address this technology gap.

This effort shall be broken out into a Base Effort plus two (2) Option Efforts. The total Period of Performance (POP) for the Base and Option Efforts shall be 36 months.

**C.1. BASE EFFORT**

C.1.1. The baseline effort shall incorporate preliminary considerations for both a passive ESU unit design and an ESU that integrates height management capability, along with real time controllable damping (semi active). These parallel design efforts will be the bases for trade analyses of cost, weight, reliability and overall mobility benefit. All design efforts shall consider two different damping mechanisms; one manner of damping will incorporate a rotary damper and the other will utilize linear actuated ported damping. Additionally, the Contractor shall investigate the springing mechanism to include evaluation of compressible fluid technology and air / gas technology.

C.1.2. A Start of Work meeting shall be scheduled to occur within two (2) weeks of contract award (for both Base and Option Efforts) and can be in person at a mutually agreed upon facility or can be conducted by phone/video conference. The Contractor shall provide applicable read ahead material to the Government in any case. All meetings and design reviews, relevant to this effort, will be conducted as described above.

C.1.3. The ESUs shall be designed to support a nominal maximum static vertical load of 12,000 lbs. The ESUs must also withstand a combined loading of four (4g) vertical and two (2g) laterally.

C.1.4. The ESUs shall provide a total of 23 inches of wheel travel (minimum); the recommended distribution of this travel is 17 inches jounce and six (6) inches rebound. The design loaded static road arm angle below horizontal shall be between 30 and 40 degrees.

C.1.5. The initial baseline design of the damped ESU shall not exceed 300 lbs. Note: this weight requirement may be traded during the initial design review.

C.1.6. ESU mounting fixture shall accommodate integration to a vertical hull plate. The resulting plane of the wheel hub mounting surface shall be parallel to the hull; this plane shall be offset by a distance between 12 and 15 inches.

C.1.7. The distance from the hull mounted pivot to the wheel hub spindle centerline shall be 21 inches minimum.

C.1.8. The Contractor shall, in an effort to maximize commonality, develop ESU designs which shall utilize the existing Abrams Fighting Vehicle hub spindle design.

C.1.9. The Contractor shall design two (2) sprung passive ESUs; one shall integrate damping capability and the other shall be un-damped. Both units shall contain spring elements.

C.2.0. In parallel, the Contractor shall design an ESU with height management and semi active features.

C.2.1. The Contractor shall incorporate vehicle performance modeling and simulation as a contributor to the system trade studies. The Contractor shall determine the optimum suspension configuration; that is the number of damped versus un-damped wheel stations/units that will be required for the BFV to exceed the current threshold cross country performance requirement by 10% (Required: 30 kph/18 mph

**Name of Offeror or Contractor:**

average speed on Perryman 3). Additionally the Contractor shall also determine the optimum camber angle set point for the ESU to ensure the least amount of energy loss during operations.

C.2.2. The Contractor shall prepare a Preliminary Design Review (PDR); it shall work in conjunction with the Government to make a determination/agreement of the down selected design approaches. The PDR will occur at nine (9) months, following contract award.

C.2.3. The Contractor shall provide to the Government a final report of this effort within two (2) months of completing this effort.

C.2.4. The contractor shall travel to TARDEC, three (3) times during the base effort for a period of one (1) to two (2) days to discuss developments in component design, attend the PDR, and to discuss the results of the final report and potential next phase of work.

C.2.5. Performance for Base Effort shall not exceed 12 months.

**C.3. DELIVERABLES - BASE EFFORT**

C.3.1. IAW CDRL A001 - Contractor's Progress Status and Management Report shall be submitted monthly.

C.3.2. IAW CDRL A002 - Scientific and Technical Reports. The contractor shall document all prototype ESU design, material, and manufacturing work. The contractor shall communicate these to the COR and provide detailed reports.

C.3.3. IAW CDRL A003 - Final Technical Report. The Contractor shall submit a final technical report for the base effort within two (2) months of the completion of the base effort period of performance.

C.3.4. IAW CDRL A004 - Start of Work Meeting. The contractor shall conduct a Start of Work Meeting within (14) Days After Contract Award (DAC). The location, date of the meeting and agenda shall be requested by the contractor and approved by the COR.

**C.4. OPTION ONE**

C.4.1. The second phase (Option 1) shall be the detailed design phase for the agreed upon preliminary design(s). Option Period 1 can be exercised anytime during the base period, first twelve (12) months after initial award date.

C.4.2. The Contractor shall conduct detailed design for representative ESU based on the PDR; the Contractor shall produce level two (2) drawings, suitable to facilitate prototype production, IAW CDRL A004 (DI-SESS-81002D).

C.4.3. The Contractor shall manufacture three (3) prototype ESUs for the purpose of laboratory test and evaluation.

C.4.4. The Contractor shall conduct relevant laboratory testing of these ESUs; the testing shall consist of functionality testing, spring and damper characterization and preliminary durability testing. The detailed nature of this testing will be determined and agreed upon at the Start of Work Meeting IAW CDRL A004 amongst both Contractor and Government personnel. All testing results shall be made available to the Government IAW CDRL A002.

C.4.5. The Contractor shall iterate the design of the laboratory tested units to correct any deficiencies in performance from the laboratory testing. Additionally, the Contractor shall account for cost during this design turn of the ESU components by designing for manufacturing.

C.4.6. The Contractor shall present a Critical Design Review (CDR) at the completion of this effort. This CDR shall occur within one (1) month of completion and shall include a final report that summarizes this effort.

C.4.7. The contractor shall travel to TARDEC, three (3) times during the Option One effort for a period of one (1) to two (2) days to discuss developments in component testing, design and material development activities, attend the CDR, and to discuss the results of the final report and potential next phase of work.

C.4.8. Performance for Option 1 shall not exceed 12 months.

**C.5. DELIVERABLES - OPTION ONE**

C.5.1. IAW CDRL A001 - Contractor's Progress Status and Management Report shall be submitted monthly.

C.5.2. IAW CDRL A002 - Scientific and Technical Reports, the contractor shall document all prototype ESU design, material, and manufacturing work. The contractor shall communicate these to the COR and provide detailed reports.

C.5.3. IAW CDRL A003 - Final Technical Report, the Contractor shall submit a final technical report for the base effort within two (2) months of the completion of the base effort period of performance.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 16 of 63</b>
	PIIN/SIIN W56HZV-14-R-0212	MOD/AMD

**Name of Offeror or Contractor:**

C.5.4. IAW CDRL A004 - Start of Work Meeting. The contractor shall conduct a Start of Work Meeting within (14) Days After Contract Award (DAC). The location, date of the meeting and agenda shall be requested by the contractor and approved by the COR.

C.5.5. The Contract shall supply the Government three prototype ESUs. The Contractor shall deliver the ESUs to TARDEC upon completion of preliminary functionality testing (ref. C.4.4), within 30 days.

C.6. OPTION TWO

C.6.1. The third phase (Option 2) (12 month period of performance) shall consist of the production of a vehicle set of ESUs (with spares) for an on vehicle Proof of Principle (POP) evaluation.

C.6.2. The contractor shall manufacture/produce a vehicle set of fourteen (14) ESUs and shall also provide four (4) spares. The spares shall consist of two (2) for the right side of the vehicle and two (2) for the left side of the vehicle.

C.6.3. The Government shall provide the test vehicle as GFE and the ESUs shall be integrated at the appropriate facility; this facility shall be determined at the applicable Start of Work meeting. The vehicle shall be provided in a timely manner and the Government shall be responsible for any vehicle shipments.

C.6.4. The Contractor and the Government shall collaborate on the development of a test plan for POP; this plan shall be finalized prior to the integration of the ESUs to the GFE test vehicle. The data shall be shared by the Contractor and the Government.

C.6.5. The Government shall be responsible for supplying the Bradley Fighting Vehicle test asset and conducting performance and durability testing. The test weight of the Bradley shall be set at 80,000 lbs.

C.6.6. The Contractor shall be present at the test site during the initial break-in and performance testing of the suspension elements.

C.6.7. The contractor shall, at the completion of vehicle testing, perform an inspection analysis of the ESU components. Should a component fail during testing the Contractor shall perform a failure root cause analysis, and generate a failure report for the Government within one (1) month of the Contractors receipt of the failed part. The contractor shall analyze the components performance, reasons for component and system failures (if applicable), and propose suggestions to enhance the design for potential follow on work; this information will be compiled within a written Technical report CDRL A002 (Contractors chosen format) and will be relayed to the Government during a mutually agreed upon meeting.

C.6.8. The contractor shall travel to the Government Test facility at the initial installation and break-in phase of the ESUs.

C.6.9. Performance for Option 2 shall not exceed 12 months.

C.7. DELIVERABLES - OPTION TWO

C.7.1. IAW CDRL A001 - Contractor's Progress Status and Management Report shall be submitted monthly.

C.7.2. IAW CDRL A002 - Scientific and Technical Reports, the contractor shall document all prototype ESU design, material, and manufacturing work. The contractor shall communicate these to the COR and provide detailed reports.

C.7.3. IAW CDRL A003 - Final Technical Report, the Contractor shall submit a final technical report for the base effort within two (2) months of the completion of the base effort period of performance.

C.7.4. IAW CDRL A004 - Start of Work Meeting. The contractor shall conduct a Start of Work Meeting within (14) Days After Contract Award (DAC). The location, date of the meeting and agenda shall be requested by the contractor and approved by the COR.

C.7.5. The contractor shall provide one vehicle set, 14 complete manufactured, operational ESUs.

C.7.6. The contractor shall provide two (2) Left Hand Side (LHS) spare ESUs, one (1) damped and one (1) undamped.

C.7.7. The contractor shall provide two (2) Right Hand Side (RHS) spare ESUs, one (1) damped and one (1) undamped.

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

**Name of Offeror or Contractor:**

## SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

## D.1 PACKAGING &amp; PACKING

D.1.1 The contractor shall package and pack all items deliverable under this contract in accordance with standard commercial practice to ensure arrival at destination without damage or loss.

## D.2 MARKING

D.2.1 Technical Data Marking: The contractor shall ensure that all technical data, deliverable under this contract, is identified by (1) CONTRACT NUMBER; (2) CONTRACTOR NAME AND ADDRESS; and, where applicable (3) THE NAME AND ADDRESS OF THE SUBCONTRACTOR WHO GENERATED THE DATA.

D.2.2 Materials and Hardware Marking: The contractor shall mark or tag all materials and hardware required to be delivered (if any) under this contract with the following information:

1. TACOM CONTRACT NUMBER
2. CONTRACTOR'S NAME
3. CONTRACTOR'S ADDRESS
4. A DESCRIPTION OF MATERIAL/HARDWARE:

\*\*\* END OF NARRATIVE D0001 \*\*\*

**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-2	(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]

E.1 INSPECTION & ACCEPTANCE POINT

E.1.1 Inspection and acceptance of all deliverables under this contract shall be made at DESTINATION by the Contracting Officer or his duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR), to assure the work and the results thereof are in accordance with the terms of the contract.

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

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

Page 19 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

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

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"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.

**Name of Offeror or Contractor:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

Contract Line,

Subline, or

Exhibit Line Item Number

Item Description

\_\_\_\_N/A\_\_\_\_\_

N/A\_\_\_\_\_

\_\_\_\_N/A\_\_\_\_\_

N/A\_\_\_\_\_

\_\_\_\_N/A\_\_\_\_\_

N/A\_\_\_\_\_

**Name of Offeror or Contractor:**

(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
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 reparables and DoD serially managed nonreparables 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

**Name of Offeror or Contractor:**

(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

(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).\*\*

**Name of Offeror or Contractor:**

- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

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

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

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

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

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

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

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

(End of clause)

**F.1 PERIOD(S) OF PERFORMANCE****F.1.1 Base Effort:**

F.1.2 The period of performance for work during the base period shall not exceed twelve (12) months from the date of award of the contract.

**F.1.3 Option Efforts:****F.1.4 Period of Performance to Exercise Options:**

F.1.5 The total period in which the Government may exercise Option 1 shall be no later than twelve (12) months from the date of award of the contract.

The Government may exercise the option effort for year two after laboratory testing is completed as described in C.4.5, but no later than 23 months after contract award. The period of performance for work on each option shall be twelve (12) months after award.

F.1.6 If there is any conflict between Section B and Section F of this contract, Section F will prevail.

**F.2 DATA DELIVERABLES**

F.2.1 Delivery of data set forth in the contract shall be in accordance with the Contract Data Requirements List, DD Form 1423.

**F.3 MATERIAL/HARDWARE DELIVERABLES**

F.3.1 Unless otherwise directed elsewhere in this contract, any deliveries requiring a physical address shall be shipped to:

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 24 of 63****PIIN/SIIN** W56HZV-14-R-0212**MOD/AMD****Name of Offeror or Contractor:**

US Army TARDEC  
ATTN: Bill Mackie, TARDEC, MS 121  
6501 E. 11 Mile Rd.  
Warren, MI 48397-5000

F.3.2 All deliveries shall be made in accordance with the dates stated in Section C.3, C.5 and C.7 "Deliverables" and the Contract Data Requirements List, and shall be packaged and marked in accordance with Section D.

F.3.3 All deliveries shall be made on an FOB Destination basis.

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

**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(a) Definitions. As used in this clause--

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

-1-

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

-2-

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

Routing Data Table\*

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

**Name of Offeror or Contractor:**

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

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

-16-

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

-17-

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

(End of clause)

G-2 52.242-4016 COMMUNICATIONS

FEB/2013

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

Name: Bill Mackie  
E-mail: william.j.mackie4.civ@mail.mil

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

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

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

[End of Clause]

G-3 252.204-0005 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE  
(DFARS PGI) (DFAS) - Line Item Specific: by Cancellation Date

SEP/2009

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-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)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0212 <b>MOD/AMD</b>	<b>Page 27 of 63</b>
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**Name of Offeror or Contractor:**

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

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

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

[End of Clause]

G.1 CONTRACTOR SPECIAL BILLING INSTRUCTIONS:

G.1.1 The contractor must submit cost vouchers, along with corresponding backup data and information, for payment under this contract.

G.1.2 The contractor must notify the cognizant DCAA office whenever an interim voucher is placed into WAWF for processing and payment. This notification is to ensure timely processing and payment for the voucher. DCAA needs to review the interim voucher and approve.

G.1.3 The contractor must notify the Administrative Contracting Officer (ACO) by e-mail whenever a final voucher is placed into WAWF for processing and payment. This notification is to ensure timely processing and payment for the voucher. The ACO needs to review the final voucher and approve.

G.1.4 For further billing instructions, see DFARS clause 252.232-7006, Wide Area WorkFlow Payment Instructions, and DFARS clause 252.232-7003, Electronic Submission of Payment Requests.

\*\*\* END OF NARRATIVE G0001 \*\*\*

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

Page 28 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

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

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

## SPECIAL PROVISIONS

H.1 SERVICES TO BE PERFORMED: Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.

## H.2 GOVERNMENT-FURNISHED PROPERTY

H.2.1 The Government may furnish, from time to time, such items of Government-owned property as deemed necessary to assist the contractor in the performance of the contract requirements.

H.2.2 Upon completion of the contract, or in the event of the termination of the contract, either partial or complete, all Government-owned property, including both property furnished to the contractor and property acquired by the contractor for the account of the Government, which will have become surplus or excess to any remaining contract requirements, shall be reported immediately by the contractor to the Contracting Officer at the US Army Contracting Command, ATTN: CCTA-ASG-C, Warren, MI 48397-5000 for redistribution,

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

Page 29 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

shipping instructions, release for disposal, or other actions.

H.2.3 Specific Government-Furnished Property to be provided is/are as follows:

<u>Item</u>	<u>Quantity</u>	<u>Serial No./NSN</u>	<u>Acquisition Value</u>
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**H.1 EXERCISE OF OPTION YEARS**

H.1.1 Option Year One: Detailed Design of External Suspension Units (ESU's) (C.4)

H.1.1.1 The Government reserves the unilateral right to exercise Option Year one for detailed design of ESU's described in C.4. The Government may exercise the option effort for year one anytime during the base period, first twelve (12) months from initial award date.

H.1.1.2 If exercised, the option year one effort shall be awarded on a cost-plus-fixed-fee basis.

H.1.2 Option Year Two: Production of vehicle set of ESU's

H.1.2.1 The Government reserves the unilateral right to exercise Option Year two for Production of vehicle set of ESU's described in C.6. The Government may exercise the option effort for year two after laboratory testing is completed as described in C.4.5, but no later than 23 months after contract award.

H.1.2.2 If exercised, the option year two effort shall be awarded on a cost-plus-fixed-fee basis.

\*\*\* END OF NARRATIVE H0001 \*\*\*

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

Page 30 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

## SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-14	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-16	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-18	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-19	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-21	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-22	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-24	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-26	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2014
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-32	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-34	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-35	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-36	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-37	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-41	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-43	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-44	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-45	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-46	52.232-17	INTEREST	OCT/2010
I-47	52.232-20	LIMITATION OF COST	APR/1984

## Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-48	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-49	52.232-25	PROMPT PAYMENT	JUL/2013
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-51	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-52	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-53	52.233-1	DISPUTES	JUL/2002
I-54	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-55	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-56	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-57	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-58	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-59	52.242-13	BANKRUPTCY	JUL/1995
I-60	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-61	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-62	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-63	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-64	52.245-9	USE AND CHARGES	APR/2012
I-65	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-66	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-67	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-68	52.248-1	VALUE ENGINEERING	OCT/2010
I-69	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-70	52.249-14	EXCUSABLE DELAYS	APR/1984
I-71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-72	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-73	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-74	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-75	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-76	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-77	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-78	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-79	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-80	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-81	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-82	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-83	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-84	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-85	252.223-7008	PROHIBITION OF HEXVALENT CHROMIUM	JUN/2013
I-86	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-87	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-88	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-89	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-90	252.225-7013	DUTY-FREE ENTRY	OCT/2013
I-91	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-92	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-93	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-94	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-95	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-96	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	JUN/2013
I-97	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	JUN/2013
I-98	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-99	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM	MAY/2013
I-100	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2011
I-101	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-102	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-103	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000

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

Page 32 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-104	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-105	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-106	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-107	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-108	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-109	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-110	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-111	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-112	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-113	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-114	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-115	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-116	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-117	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-118	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2013

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the -1- day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

## (b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

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

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

**Name of Offeror or Contractor:**

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

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

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

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

**Name of Offeror or Contractor:**

- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify
- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and

**Name of Offeror or Contractor:**

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 36 of 63</b>
	PIIN/SIIN W56HZV-14-R-0212	MOD/AMD

**Name of Offeror or Contractor:**

that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-119            52.222-2            PAYMENT FOR OVERTIME PREMIUMS            JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed - ZERO - or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-120            52.227-11            PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR            DEC/2007

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on

**Name of Offeror or Contractor:**

reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the

**Name of Offeror or Contractor:**

Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 39 of 63</b>
	PIIN/SIIN W56HZV-14-R-0212	MOD/AMD

**Name of Offeror or Contractor:**

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. -1-

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I-121            52.244-2            SUBCONTRACTS            OCT/2010

(a) Definitions. As used in this clause

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

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

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

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

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

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

(2) Is fixed-price and exceeds

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

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

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

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

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

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

**Name of Offeror or Contractor:**

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Contract Specialist to insert the names of the negotiated subcontractors, if any.

(End of clause)

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 41 of 63</b>
	PIIN/SIIN W56HZV-14-R-0212	MOD/AMD

**Name of Offeror or Contractor:**

Officer (ACO) within 30 days.

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-123

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

JUL/2013

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 42 of 63</b>
	PIIN/SIIN W56HZV-14-R-0212	MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

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

(End of clause)

I-124            52.223-3            HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA            JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

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

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

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

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

Page 43 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

(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-125 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-126 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-127 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-128 252.223-7001 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.

**Name of Offeror or Contractor:**

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(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-129      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005

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

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

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

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

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

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

[End of Clause]

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 45 of 63**

**PIIN/SIIN** W56HZV-14-R-0212

**MOD/AMD**

**Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST (CDRLS)	24-APR-2014		

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

Page 46 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

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

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

**Name of Offeror or Contractor:**

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

\_\_\_ (A) Basic.

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

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

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

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

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

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

\_\_\_ (A) Basic.

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

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

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

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

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

(End of provision)

K-8 252.204-7007 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.

Name of Offeror or Contractor:

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

(iii) 252.216-7008, Economic Price AdjustmentWage 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 AmericanBalance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7022, Trade Agreements CertificateInclusion of Iraqi End Products.

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

\_\_\_ (vi) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

Table with 4 columns: FAR/DFARS Provision #, Title, Date, Change. The table contains two rows of empty lines for data entry.

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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 50 of 63</b>
	PIIN/SIIN W56HZV-14-R-0212	MOD/AMD

**Name of Offeror or Contractor:**

certifications located in the SAM database.

(End of provision)

K-9            52.209-7            INFORMATION REGARDING RESPONSIBILITY MATTERS            JUL/2013  
(a) Definitions. As used in this provision--

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) 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-10            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

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

Page 51 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

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 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-11 252.209-7999 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-12 52.215-4010 AUTHORIZED NEGOTIATORS MAR/2013  
(TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

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

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

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

[End of Provision]

K-13            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)            OCT/2008  
                  (TACOM)

(a) Definitions.

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

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

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

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

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

[End of Provision]

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0212	<b>Page 53 of 63</b> <b>MOD/AMD</b>
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**Name of Offeror or Contractor:**

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software Name of Person to be Furnished Basis for Asserted Rights Asserting With Restrictions\*Assertion\*\*Category\*\*\*Restrictions\*\*\*\*(LIST)\*\*\*\*\* (LIST)(LIST)(LIST)\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter none when all data or software will be submitted without restrictions.

Date \_\_\_\_\_ Printed Name and \_\_\_\_\_ Signature \_\_\_\_\_ (End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
  - (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.
- (End of provision)

\*\*\* END OF NARRATIVE K0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0212 <b>MOD/AMD</b>	<b>Page 54 of 63</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	252.215-7008	ONLY ONE OFFER	OCT/2013
L-3	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-4	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000).

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

(End of Provision)

L-5	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

L-6	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

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

(End of clause)

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

Page 55 of 63

PIIN/SIIN W56HZV-14-R-0212

MOD/AMD

**Name of Offeror or Contractor:**

L-7            52.215-4003            HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES            MAY/2011  
(TACOM)            (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren  
Bid Room, Bldg 231, Mail Stop 303  
6501 East 11 Mile Road  
Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-8            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002

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

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

[End of Provision]

L-9            52.233-4001            HQ-AMC LEVEL PROTEST PROCEDURES            OCT/2013

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

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

[End of Provision]

**Name of Offeror or Contractor:**

L.1 General Proposal Information. The proposal, subject to the Submission, Modification, Revision and Withdrawal, paragraph of Instructions to Offerors Competitive Acquisitions (52.215-1, ALT I) contained in Section L of the solicitation, shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal must be contained in the proposal volumes set forth below. Section M of the solicitation sets forth the evaluation criteria and delineates the factors to be evaluated and their relative order of importance.

L.1.1 The proposal shall be presented in sufficient detail to allow Government evaluation of its response to the requirements of the solicitation. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an offerors responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the solicitation requirements to allow for a meaningful review. The Government does not assume the duty to search for data to cure problems found in the proposals.

L.1.2 Award Without Discussions FAR clause 52.215-1 advises Offerors that the Government intends to evaluate proposals and award a contract without discussions with Offerors. Therefore, the Offerors initial proposal should contain the Offerors best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Where award will be made without discussions, exchanges with Offerors are limited to clarifications as defined in FAR 15.306(a).

L.1.3 The offerors proposal shall be submitted in three (3) separate volumes as set forth below. Some parts of the proposal contain page recommendations as set forth in Section L below. Where page recommendations are specified, they are based upon standard 8.5 x 11 paper with a minimum font size of 10pt and with a minimum of 0.5 margins. Schedules, drawings, and other documents more appropriate to larger paper may be formatted no larger than 11 x 17. A proposal executive summary or transmittal letter is optional. It will not be considered as part of the responses called for in the three (3) proposal volumes required below, nor will it be evaluated. If a proposal executive summary or transmittal letter is submitted, it must be submitted as a separate volume from the three (3) volumes set forth below and it is recommended to be no more than 3 pages. The offerors proposal shall consist of the following volumes, submitted electronically via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS):

- (a) Volume 1: Technical Volume (recommended no more than 15 pages).
- (b) Volume 2: Cost Volume (No page recommendation).
- (c) Volume 3: Proposal Terms and Conditions (SF33, Solicitations Sections A-K)

L.1.4 Each volume listed above shall be submitted separately and shall be prepared using Microsoft (MS) Word, MS Excel, MS PowerPoint, MS Project, MS Access, or PDF compatible formats. All MS files shall be Office 2003/2007 compatible unless otherwise indicated. Each Volume shall be labeled so that it is easily identifiable for evaluation purposes (example: Technical Volume), and shall also include the offerors name and the solicitation number. The complete set of volumes shall be accompanied by a cover letter prepared on the companys letterhead. Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered. The table of contents shall be organized by considerations as set forth in Section L. Provide a list of all attachments and substantiating data in the table of contents under the specific sub-factor (if applicable) which it supports. The table of contents shall include the following information for each sub-factor (if applicable), attachment and/or substantiated data listed:

- (a) A cross-reference to the related section L paragraph number
- (b) Page number
- (c) Volume name

**L.2 NOTICE REGARDING ELECTRONIC PROPOSAL SUBMISSION**

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

L.2.2. Offerors are cautioned that an offer is not considered received until the final submission (via the ASFI BRS) is time stamped. Note, the time stamped bid summary is not instantaneous with the final submission, so Offerors should begin the file upload process well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award. If the ASFI BRS confirmation time stamp does not indicate a date and time prior to the solicitation closing date and time indicated in the solicitation the proposal will be rejected as late unless one of the exceptions outlined in FAR 52.215-1 applies.

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

**Name of Offeror or Contractor:**

L.2.4. Offerors are requested, to the maximum extent practical, not to provide attachments from multiple volumes within messages; each message should include attachments pertaining to only one volume.

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

- a. Files in either Microsoft (MS) Windows Vista/MS Office 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets shall be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- b. Files in Adobe Portable Document Format (PDF). Scanners should be set to 200 dots per inch.
- c. Files in Hypertext Markup Language (HTML). HTML documents shall not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

L.2.6 Per FAR 15.207(c), the following description identifies the steps the Government will take with regard to unreadable offers:

If any portion of a proposal received by the contracting officer electronically or by facsimile is unreadable, the contracting officer shall immediately notify the offeror and permit the offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the contracting officer after consultation with the offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for determining timeliness under 15.208(a), provided the offeror complies with the time and format requirements for resubmission prescribed by the contracting officer.

Offerors shall make every effort to ensure that its offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, will be treated as "unreadable" as described above.

L.2.7 Offerors are encouraged to contact the contract specialist, Justin Eagle (justin.s.eagle.civ@mail.mil), in order to request an explanation of any aspect of these instructions.

L.2.8 All or None: Offers in response to this solicitation must be submitted for ALL of the requirements identified in the solicitation. Offers submitted for less than ALL the requirements called for by this solicitation may be rejected.

**L.3 Volume 1 Technical Factor:**

L.3.1 The Offeror shall provide a detailed written summary, providing historical design examples from the contractor's previous external suspension unit design and development efforts of a similar type to the government's current requirement identifying how it will meet the ten performance objectives identified in C.1.3 - C.1.7 and C.2.0 of the scope of work. The detailed written summary may contain drawings, schematics or test data describing conformance to threshold performance for all ten objectives. The summary is suggested to be no more than 15 pages total, inclusive of any drawings or schematics. The written summary shall be clearly labeled in each section to indicate the specific consideration that is being presented, and may include drawings, test data, or CAD data that clearly demonstrates the methodology used to achieve each consideration.

L.3.2 For the above ten considerations, the offeror's Technical Factor proposal shall address each of the following performance objectives.

<u>Requirement</u>	<u>Threshold Consideration</u>
A. Nominal Maximum Static Vertical Load (C.1.3)	12,000 lbs
B. Withstand a Combined Loading (C.1.3)	(4g) Vertical and (2g) Lateral
C. Minimum Wheel Travel (C.1.4)	23 inches
D. Distribution of Travel (C.1.4)	17 inches Jounce and 6 inches Rebound
E. Static Road Arm Angle Below Horizontal (C.1.4)	Between 30 and 40 degrees

**Name of Offeror or Contractor:**

F. Baseline Design of damped ESU (C.1.5)	Should not exceed 300 lbs
G. Vertical Hull Plate (C.1.6)	Offset by a distance between 12-15 inches
H. Distance from Hull Pivot to Wheel Hub Spindle (C.1.7)	21 inches minimum
I. Design (C.2.0)	ESU with manual height management
J. Design (C.2.0)	Semi-active features

L.4 Cost Volume:

L.4.1 Offerors are responsible for including sufficient detail to permit a complete evaluation.

L.4.2 Electronic Copies. Electronic spreadsheet files (Workbooks) shall be MS Excel 2003/2007 compatible. Workbooks must be sent in a format that includes all formulas, functions, macros, computations, or equations used to compute the proposed amounts. There can be no cell references to data or files which are not included in the Cost Volume. For each Workbook, all Rows, Columns, Cells and Worksheets must be Visible (object.Visible=True). Zero height/Zero width rows/columns in Worksheets are not acceptable. Worksheet cells formatted with the Font color equal to the Fill color are unacceptable. If Workbooks or Worksheets are password protected, then the password(s) must be provided. Print image files or pictures (for example a picture of an Excel spreadsheet embedded in a word document) or files containing only values are not acceptable. Supporting narrative, including Basis of Estimate (BOE) sheets, shall be provided in files which are MS Excel or MS Word 2003/2007 compatible. BOEs may not be submitted as pictures. Text or spreadsheets used as supporting rationale within a BOE may not be included as a picture.

L.4.3 Table of Contents. The Offeror shall provide a Table of Contents showing each file submitted as part of the Cost Volume with a short description of the contents of the file.

L.4.4 In accordance with FAR clause 52.214-35 (Submission of Offers in U.S. Currency), all costs must be in U.S. dollars only, including costs for the Offeror and any potential subcontractors. If the basis for the proposal is any other currency, the Offeror shall:

- (a) State the exchange rate(s) being used to convert any currency to the U.S. dollars, and how the exchange rate was developed.
- (b) Explain how you intend to deal with the risk that fluctuation in exchange rates may impact this prospective contract.

L.4.5 For each CLIN, include a top-level spreadsheet, time-phased by Offeror fiscal year, and organized by cost element (i.e. Direct Labor, Subcontracts, Material, Other Direct Costs, Overhead/Indirect, Fee, etc.). The cost breakdown must be consistent with your cost accounting system. Provide the following information in support of each top level spreadsheet:

L.4.5.1 Direct Labor. Support for costs related to direct labor shall include the following:

- (a) An annual time-phased breakout of the direct labor hours, by labor category, appropriate to the Offerors accounting system.
- (b) BOEs to include:
  - (1) A narrative description of the tasks to be performed
  - (2) A description of the method used to estimate the hours (identifying assumptions used and any Cost Estimating Relationships)
  - (3) The calculations showing the computation of the direct labor hours for each specific task, and
  - (4) A description of each labor category used in the BOE.
- (c) The labor rate for each labor category of direct labor, detailed by Offeror fiscal year. The Offeror shall also include the basis for each rate and any escalation used. The Offeror shall state whether these rates represent a Forward Pricing Proposal (FPRP) or a Forward Pricing Rate Agreement (FPRA), and note the date of the agreement.

L.4.5.2 Subcontracts. The Offeror shall provide narrative detailing how the subcontractor cost was developed. This narrative should include the name of each subcontractor, the cost for each subcontractor, and a brief description of the type of work that each subcontractor will be performing.

L.4.5.3 Material. The Offeror shall provide a narrative detailing how the direct material cost was developed. This may include a priced Bill of Material, engineering estimates with reasoning explained, historical information, etc.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 59 of 63</b>
	PIIN/SIIN W56HZV-14-R-0212	MOD/AMD

**Name of Offeror or Contractor:**

L.4.5.4 Other Direct Costs. Depending on the Offerors accounting system, this may include costs such as computing charges, travel, etc. Identify each category of proposed Other Direct Cost, and the dollar amount for each category. Provide an explanation of what is included in each category and how the cost was estimated.

L.4.5.4.1 Travel. For each proposed trip, please provide the purpose of the trip, the trip origin, the trip destination, the number of travelers, the number of days, and the proposed hotel cost, M&IE cost, rental car cost, and any other costs associated with the trip.

L.4.5.5 Rates. Provide a list of the indirect rates, by category and by Offeror fiscal year, used in the development of the proposal and include:

- (a) The date of the current CASB Disclosure Statement.
- (b) The effective date of the rates or the data that formed the basis for the rates (the date of the burden study analysis or payroll run, etc.), and state whether or not the rate package has been submitted to DCAA for review.
- (c) The ending month for the Offeror's fiscal year.
- (d) A narrative explaining the basis for the estimated rates. And specifically identify any escalation factors used.
- (e) State whether these rates represent a Forward Pricing Rate Proposal (FPRP) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement.

L.4.5.6 Facilities Capital Cost of Money (FCCM). The Offeror shall state the total amount estimated for FCCM and identify the Treasury Rate used to develop the amount.

L.4.5.7 Fee. State the fixed fee rate and the total dollar amount included.

L.4.5.8 Supporting data and rationale shall be in sufficient detail to enable the Government to evaluate the realism of the Offeror's proposed costs.

L.4.6 The Offeror shall provide the address, email, and telephone number of the cognizant DCAA Field Audit Office and the cognizant DCMA office.

L.4.7 Cost Accounting System. In order to be considered for award, the Offeror must provide evidence that it has adequate financial management and fund tracking procedures to accommodate a cost-reimbursement type contract. This evidence may include a letter from either DCMA or DCAA or a Certified Public Accountant that states that the Offeror has an acceptable accounting system for this type of contract. If an accounting system has not been determined to be adequate by DCMA or DCAA, the Offeror shall coordinate with the PCO to obtain an accounting system review prior to submitting a proposal.

L.5 Volume 3: Proposal Terms and Conditions (SF33, Solicitation Sections A-K)  
Offerors shall submit the following:

L.5.1 Volume 3 shall contain the following information:

L.5.1.1 Include a scanned image of a signed copy of the SF 33 cover page signed by a person authorized to sign bids, quotations or proposals on behalf of the Offeror. Offeror shall fill-in blocks 12, 13, 15A, 15B, 16, 17, and 18 on the SF 33.

L.5.1.2 One complete copy of this solicitation (Sections A-K) with all clauses and other fill-ins completed. System for Award Management (SAM) certifications need not be separately submitted.

L.5.1.3 A statement of agreement to all the terms, conditions, requirements, distribution statements, and provisions of this solicitation.

L.5.1.4 A list of any exceptions the Offeror takes or deviations the Offeror proposes to any term, condition, distribution statement, or requirement contained in the solicitation and the basis for each exception or deviation. Offerors are cautioned to consult, in writing, with the Contracting Officer before submitting an offer that takes exception to, or proposes deviation to, any term, condition, or requirement of this RFP. Offerors are cautioned that any exceptions or deviations taken may result in the offeror being inelligible for award.

L.5.1.5 Other than U.S. Small Business concerns, as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation, 541712, shall submit an acceptable small business subcontracting plan in accordance with FAR 52.219-9 and TACOM Local clause 52.219-4004, and provide this plan as part of the proposal submission.

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

M.1 BASIS FOR AWARD

M.1.1 It is the Governments intent to award one (1) contract as a result of this solicitation. Award will be made to the source whose proposal is most advantageous considering the evaluation criteria described below. However Government may make no contract award where it concludes that no proposal exists with a reasonable probability of achieving program and contract terms and conditions at an acceptable level of risk or Cost. The evaluation of proposals submitted in response to this solicitation will be conducted on a source selection basis utilizing a "tradeoff" process to obtain the best value to the Government.

There are two evaluation factors:

1. Technical
2. Cost

The relative order of importance of these factors are described in paragraph M.4 below.

The Government will weigh the evaluated non-cost factors against the evaluated price to the Government. As part of the best value determination, the relative strengths, weaknesses and risks of each offeror's proposal shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government.

M.1.2 Offerors must be determined to be responsible in accordance with FAR 9.103 in order to be eligible for award. Details for the Determination of Responsibility and Trade-offs are set forth below.

M.2 Rejection of Offers:

M.2.1. Offerors shall carefully read, understand and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer in writing before the closing date of this solicitation. In accordance with clause FAR 52.215-1 contained in this solicitation, the Government may reject any or all proposals if such action is in the Government's interests. Examples of the circumstances that may lead to the rejection of a proposal are:

M.2.1.1 The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

M.2.1.1.1 When an Offerors proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration as specified in Section L of this solicitation.

M.2.1.1.2 When an Offerors proposal fails to provide any of the data and information required in Section L.

M.2.1.1.3 When an Offerors proposal provides some data and information, but omits significant material data and information required in Section L.

M.2.1.1.4 When an Offerors proposal merely repeats the contracts Scope of Work without elaboration.

M.2.1.4 The Government may reject any Offerors proposal that contains unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. There must be a direct relationship between the effort expended and its cost or price for the basic quantity and option.

M.2.1.5 The Government may reject any Offerors proposal that offers a product or service that does not meet all stated material requirements of the solicitation

**Name of Offeror or Contractor:**

M.2.1.6 The proposal proposes exceptions or deviations to the attachments, exhibits, enclosures, requirements, or other solicitation terms and conditions.

M.3 Evaluation and Source Selection Process

M.3.1 Evaluation Process Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L of this RFP and against the solicitation requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each factor and subfactor. The Government reserves the right to reject offers, in accordance with solicitation provision Rejection of Offers at M.2 above.

M.3.2 Source Selection Authority The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.3.3 Source Selection Evaluation Board (SSEB) An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation, as well as the evaluation of such proposals.

M.3.4 Award Without Discussions This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition in Section L which advises offerors that the Government intends to make award without conducting discussions. Where award will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offerors initial proposal should contain the offerors best terms from a technical, delivery and price standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary.

M.3.5 Importance of Cost All the factors contained in each proposal will be evaluated. However, the closer the Offerors' evaluations are in the non-cost factor, the more important the Cost becomes in the decision. Notwithstanding the relative order of importance of the Evaluation Areas as stated in Section M herein, Cost may be controlling when:

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

M.3.7 Determination of Responsibility and Eligibility for Award. Per FAR 9.103, contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who can satisfactorily perform the necessary tasks and deliver the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the offerors financial ability to meet the solicitation requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors to aid the PCO in the evaluation of each offerors proposal and ensure that a selected Contractor is responsible. No award will be made to an offeror who has been determined to be not responsible by the Contracting Officer. To make sure that each Offeror meets the responsibility criteria contained FAR 9.104, the Government reserves the right to take the following actions, or others:

M.3.7.1 Perform a Pre-Award Survey on any or all offerors;

M.3.7.2 Ask the Offeror to provide technical and/or financial information. Failure to provide the requested information within seven calendar days from the date the request was received, may result in a determination the Offeror is not responsible; and/or

M.3.7.3 Visit the Offerors facility. Refusal from an Offeror to have the Government visit its facility may result in a determination the Offeror is not responsible. If the Government visits the Offerors facility, the Offeror shall ensure that it has current data relevant to its proposal available for the Government to review.

M.3.8 Source Selection Trade-Off Process This solicitation represents a Best Value acquisition using a Source Selection Trade-Off process. As such, the Source Selection Authority, in making the final Source Selection Trade-Off judgment, will weigh the merits of the non-Costfactors against the evaluated Costin arriving at the final Source Selection decision. As part of the best value determination, the relative strengths/weaknesses and risks of each Offeror's proposal in the non-Cost factors as well as the total evaluated Cost shall be considered in selecting the offer which is most advantageous and represents the best value to the Government. This determination may result in award to other than the Offeror with the lowest evaluated Cost.

M.4 Evaluation Criteria

**Name of Offeror or Contractor:**

M.4.1 There are two evaluation factors:

- (a) Technical
- (b) Cost

The Technical factor is significantly more important than the Cost Factor. As required by FAR 15.304(e), the non-Cost Factors, when combined, are significantly more important than the Cost Factor. The evaluations shall be made based on the substantiating data provided by the offeror. Assumptions of capabilities will not be made.

M.4.1.1 EVALUATION OF TECHNICAL FACTOR (SEE L.3)

M.4.1.1.1 The Government will assess the Offeror's proposed Performance Levels, relative to the ten considerations listed in M.4.1.1.2. The requirements listed in M.4.1.1.2 identify threshold considerations, and the Government will assess the extent to which the Offeror's proposed performance levels credibly satisfy the threshold performance levels. No additional credit will be given for proposed performance above threshold values.

M.4.1.1.2 The following ten considerations will be evaluated under the Technical Factor:

<u>Requirement</u>	<u>Threshold Consideration</u>
A. Nominal Maximum Static Vertical Load (C.1.3)	12,000 lbs
B. Withstand a Combined Loading (C.1.3)	(4g) Vertical and (2g) Lateral
C. Minimum Wheel Travel (C.1.4)	23 inches
D. Distribution of Travel (C.1.4)	17 inches Jounce and 6 inches Rebound
E. Static Road Arm Angle Below Horizontal (C.1.4)	Between 30 and 40 degrees
F. Baseline Design of damped ESU (C.1.5)	Should not exceed 300 lbs
G. Vertical Hull Plate (C.1.6)	Offset by a distance between 12-15 inches
H. Distance from Hull Pivot to Wheel Hub Spindle (C.1.7)	21 inches minimum
I. Design (C.2.0)	ESU with manual height management
J. Design (C.2.0)	Semi-active features

M.4.1.1.3 The Offerors information submitted in response to L.3 will be evaluated to assess the proposal risks associated with the probability that the proposed technical solution will meet all ten performance considerations listed in L.3.2.

M.4.1.2 EVALUATION OF COST FACTOR (SEE L.4)

M.4.1.2.1 Cost Factor.

M.4.1.2.2 The Offeror's proposal shall be evaluated as an assessment of the most probable cost to the Government based on an evaluation of the realism and reasonableness of the Offeror's proposed cost and fee. The Defense Contract Audit Agency (DCAA) may be requested to verify rates and projections. A financial capability risk assessment may be performed as well.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-14-R-0212 <b>MOD/AMD</b>	<b>Page 63 of 63</b>
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**Name of Offeror or Contractor:**

M.4.1.2.3 Cost Realism: The Government shall evaluate realism by independently reviewing and evaluating the specific elements of the Offeror's proposed cost estimate to determine whether the cost accurately reflects the Offeror's proposed effort to meet program requirements and objectives. The result of the realism evaluation will be a determination of the most probable cost to the Government of performance for the Offeror. The most probable cost may differ from the proposed cost. The most probable cost, rather than the proposed cost, shall be used in determining contract award. The most probable cost will be determined by adjusting the Offeror's proposed cost to reflect any additions or reductions to cost elements to realistic levels based on the results of the cost realism analysis.

M.4.1.2.4 Cost Reasonableness: The Government shall evaluate the reasonableness of the Offeror's proposed cost and fee. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

M.4.1.2.5 Total Evaluated Cost: The Government will evaluate offerors for award by adding the most probable cost for all CLINs in the solicitation, as adjusted by any Government Cost Realism adjustments, to determine the total most probable cost and fee.

\*\*\* END OF NARRATIVE M0001 \*\*\*

CONTRACT DATA REQUIREMENT 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.:
- B. EXHIBIT : A
- C. CATEGORY.....: Deliverables
- D. SYSTEM/ITEM.....: External Suspension Unit (ESU)
- E. CONTRACT/PR NO.: W56HZV-14-R-0212
- F. CONTRACTOR.....:

- 1. DATA ITEM NO. ....: A001
- 2. TITLE OF DATA ITEM: Contractor's Progress Status and Management Report
- 3. SUBTITLE .....: Progress reports
- 4. AUTHORITY .....: DI-MGMT-80227
- 5. CONTRACT REFERENCE: C.3.1, C.5.1, C.7.1
- 6. REQUIRING OFFICE..: RDTA-RS-GVPM-PM-TS
- 7. WAWF/DD250 REQ\ '85 . : DD
- 8. APP CODE ..... : N/A
- 9. DIST. STATEMENT REQUIRED: C
- 10. FREQUENCY : MONTHLY
- 11. AS OF DATE:
- 12. DATE OF FIRST SUB: EOQ
- 13. DATE OF SUBS. SUB: SUBMISSION EOQ
- 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Bill Mackie, CONTRACTING OFFICERS REPRESENTATIVE  
william.j.mackie4.civ@mail.mil

- 15. TOTAL: 1

16. REMARKS: Each report submitted shall address technical progress made during the reporting period, problems encountered, plans for the following report, and funding spent to date versus the planned funding line. All reports shall be furnished to the Government in accordance with the requirements, quantities, and schedules set forth in the CDRL A001. The contractor shall report total costs incurred to date, with specific reference to the cost incurred since the last performance and cost report, and furnish list of significant parts ordered. The cost reports shall be delivered in an Excel spreadsheet file that includes a chart showing planned cumulative expenditures by month compared to actual cumulative expenditures by month to-date, over the life of the contract. Comments on these reports shall be submitted along with the spreadsheet in MS-Word format. All reports shall be submitted electronically to william.j.mackie4.civ@mail.mil

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their contractors. Other requests for this document shall be referred to Bill Mackie.

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

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

- =====
- 1. DATA ITEM NO. ....: A002
  - 2. TITLE OF DATA ITEM: Scientific and Technical Reports

- 3. SUBTITLE .....: Prototype Esternal Hydropnuematic Unit (ESU) Design Drawings
- 4. AUTHORITY .....: DI-MISC-80711A
- 5. CONTRACT REFERENCE: C.3.2, C.4.4, C.5.2, C.7.2
- 6. REQUIRING OFFICE..: RDTA-RS-GVPM-PM-TS
- 7. WAWF/DD250 REQ\ '85 . : DD
- 8. APP CODE ..... : N/A
- 9. DIST. STATEMENT REQUIRED: C
- 10. FREQUENCY : ASREQ
- 11. AS OF DATE:
- 12. DATE OF FIRST SUB: EOC
- 13. DATE OF SUBS. SUB: N/A
- 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Bill Mackie, CONTRACTING OFFICERS REPRESENTATIVE  
william.j.mackie4.civ@mail.mil

15. TOTAL: 1

16. REMARKS: The contractor shall submit technical reports on test development activity, data from material testing and laboratory testing and validation. The contractor shall document all prototype ESU design, material, and manufacturing work. The contractor will communicate these to the COR and provide detailed reports.

Submit drawings electronically to william.j.mackie4.civ@mail.mil

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their contractors. Other requests for this document shall be referred to Bill Mackie.

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25.

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

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- 1. DATA ITEM NO. ....: A003
- 2. TITLE OF DATA ITEM: Scientific and Technical Reports
- 3. SUBTITLE .....: Final Technical Report
- 4. AUTHORITY .....: DI-MISC-80711(A)
- 5. CONTRACT REFERENCE: C.3.3, C.5.3, C.7.3
- 6. REQUIRING OFFICE..: RDTA-RS-GVPM-PM-TS
- 7. WAWF/DD250 REQ\ '85 . : DD
- 8. APP CODE ..... : N/A
- 9. DIST. STATEMENT REQUIRED: C
- 10. FREQUENCY : MONTHLY
- 11. AS OF DATE:
- 12. DATE OF FIRST SUB: 60 DAC
- 13. DATE OF SUBS. SUB: N/A
- 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Bill Mackie, CONTRACTING OFFICERS REPRESENTATIVE  
william.j.mackie4.civ@mail.mil

15. TOTAL: 1

16. REMARKS: All reports shall be submitted electronically to william.j.mackie4.civ@mail.mil

BLK 9 - The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their contractors; \*\*\*fill in reason\*\*\*; \*\*\*date of determination\*\*\*. Other requests for this document shall be referred to \*\*\*insert name of controlling DoD office\*\*\*.

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with the provisions of DoD Directive 5230.25

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- 1. DATA ITEM NO. ....: A004
- 2. TITLE OF DATA ITEM: Contractor's Progress Status and Management Report
- 3. SUBTITLE .....: Start of Work Meeting
- 4. AUTHORITY .....: DI-MGMT-80227(T)
- 5. CONTRACT REFERENCE: C.3.4, C.5.4, C.7.4
- 6. REQUIRING OFFICE...: RDTA-RS-GVPM-PM-TS
- 7. WAWF/DD250 REQ\85 . : DD
- 8. APP CODE ..... : N/A
- 9. DIST. STATEMENT REQUIRED: C
- 10. FREQUENCY : MONTHLY
- 11. AS OF DATE:
- 12. DATE OF FIRST SUB: EOQ
- 13. DATE OF SUBS. SUB: EOQ
- 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

Bill Mackie, CONTRACTING OFFICERS REPRESENTATIVE  
william.j.mackie4.civ@mail.mil

15. TOTAL: 1

16. REMARKS: The Contractor shall conduct a Kick-Off/Start of Work Meeting within fourteen (14) Days After Contract Award (DAC). The location, date of the meeting and agenda shall be requested by the contractor and approved by the COR. The Contractor shall present an overview of its entire contractual effort to include: schedule, engineering, logistics planning, risk management, quality assurance and configuration management. The Contractor shall provide presentation hand outs three (3) days before the meeting for government review in contractor format.

BLK 14 - Distribution

The Contractor shall submit one (1) copy to the COR electronically to william.j.mackie4.civ@mail.mil