

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 151	Pages
2. Contract Number		3. Solicitation Number W56HZV-11-R-0029		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2011MAY16	
7. Issued By U.S. ARMY CONTRACTING COMMAND AMSTA-CSD-LV WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)				
6. Requisition/Purchase Number SEE SCHEDULE							

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

SOLICITATION

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:30pm (hour) local time 2011JUL06 (Date).

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

10. For Information	A. Name CHARLES SCOTT	B. Telephone (No Collect Calls)			C. E-mail Address CHARLES.SCOTT16@US.ARMY.MIL
Call:		Area Code (586)	Number 282-9095	Ext.	

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)

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

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD PAS NONE ADP PT			

26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
Executive Summary

A.1 Introduction.

A.1.1 The LAV-AT Modernization Program is designed to counter two converging obsolescence issues on the LAV-AT platform. First, the M901 Emerson turret is no longer in production and has been retired from the U.S. Army inventory. Second, the M220A3 TOW system is being replaced by the M41 SABER system in the infantry and the tank battalions of the Marine Corps which will leave the LAR Battalion as the only unit employing the legacy TOW system. The Program objective is to improve the supportability and mission effectiveness of the LAV-ATA2s by providing the following mission suites upgrades: improved reliability, availability, maintainability, multi-shot capability, the ability to acquire targets while on-the-move with an improved thermal sight and advance fire control system capable of firing the current and next generation heavy anti-armor missiles and will provide training commonality. The LAV-AT Modernization Program is an Acquisition Category (ACAT) III, United States Marine Corps (USMC) specific acquisition program.

A.1.2 This executive summary is provided as a synopsis of important and relevant features of solicitation W56HZV-11-R-0029. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern. Please retrieve all documents as instructed in the solicitation. No website contains a complete set of documents for your review.

A.1.3 Additional information is available at

https://www.fbo.gov/index?s=opportunity&mode=form&id=a5ac459f5b98164c8f06cb7a6728e482&tab=core&_cview=1

<http://contracting.tacom.army.mil/majorsys/pmlight/pmlight.htm>

A.2 Acquisition Strategy.

A.2.1 The Army Contracting Command (ACC) Warren is supporting Program Manager, Light Armored Vehicles (PM-LAV) for this acquisition.

A.2.2 The acquisition strategy is a single award resulting in a contract that will satisfy the requirements to support all necessary activities contained within both the Engineering and Manufacturing Development (EMD) and Production and Deployment phases of the program. Under this Request for Proposal the Offeror shall propose a solution that shall design, develop, integrate, test, support government testing, produce, manufacture, prepare and deliver associated documentation, provide technical support, training, and technical manuals, in accordance with the Performance Specification (P-Spec) and the other provisions of this contract.

A.3 Solicitation Overview.

A.3.1 This solicitation will have a source selection evaluation board. PLEASE READ SECTIONS L&M CAREFULLY SO YOU UNDERSTAND WHAT IS TO BE SUBMITTED AND WHEN AND HOW IT WILL BE EVALUATED.

A.3.2 ENGINEERING AND MANUFACTURING DEVELOPMENT PHASE AFFORDABILITY.

A.3.2.1 No proposal received in response to this RFP, no matter how highly rated, will be considered for award if unaffordable.

A.3.2.2 Additionally, since the Phase I CLINs may be incrementally funded, funding must be available as required for each funding period. Proposals that require funding in advance of availability will not be considered for award. The availability of funding for the LAV-AT Engineering and Manufacturing Development is as follows:

EMD (Phase I-RDT&E CLINS)*:

FY11 \$6,400,000.00
FY12 \$4,182,000.00
FY13 \$5,812,000.00

*CLINS 0001AA, 0001AB, 0001AC, 0002AA, 0003AA, 0003AB, 0003AC.

Period of performance for all CLINs is detailed in Section F.

A.3.3 Past Performance Questionnaire Requirement. The RFP includes a Past Performance Questionnaire that Offerors and their subcontractors are required to send to customers on recent/relevant contracts identified in the Offerors Program Management Proposal Volume. Those customers are asked to submit completed questionnaires directly back to the government. See Section L.7.2 for more details.

A.3.4 Basic Contract: Phase I Engineering Manufacturing & Development.

A.3.4.1 During the EMD Phase (Phase I), the Offeror who is selected for contract award, shall design, integrate and deliver up to four

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(4) Anti-Tank Weapon Systems (ATWSs) that meet the requirements of the Performance Specification (P-Spec) and the other provisions of the contract. Two (2) of the EMD ATWS units will be provided with the basic contract award.

The remaining Two (2) EMD ATWS units may be exercised as options in Fiscal Year 2012 and 2013.

A.3.4.2 The Contractor shall assume total system responsibility for the LAV Anti Tank Modernization (ATM) program. Total system responsibility is defined as the Contractor agreeing to accept responsibility for incorporating an ATWS that meets the requirements of the P-Spec and that does not degrade from the current performance of the LAV-ATA2 as set forth in the Family of Light Armored Vehicle Demonstrated Performance Specification. Total system responsibility includes items that are subcontracted and/or Contractor acquired and specified by the Government by manufacturer's name, item description, or part number. Contractor responsibility for Government Furnished Equipment/Government Furnished Material (GFE/GFM) items is limited to any defects or performance degradation resulting from contractor integration of the item. The Contractor shall be responsible for Correction of Deficiencies (COD) as set forth in Section E; for ensuring on-time delivery of all hardware and data deliverables under this contract.

A 3.5 Option Period: Phase II, Production and Deployment.

Option CLINs are outlined in Section H. During the Production and Deployment phase (Phase II), and upon option exercise, the contractor shall manufacture, produce and provide the ATWS, materials, initial spares, equipment and deliverables in the types and quantities as specified in the contract. After completion of ATWS assembly/kitting, the contractor shall ship the production units to the depot for installation. Shipments shall be made at the times to facilitate the process plan. The installation of the remaining 114 ATWSs (118 total ATWS minus 4 EMD assets) will be performed at the Marine Corps Maintenance Centers. The contractor shall provide the technical support, training, and instructions for installation. During Phase II, the Contractor shall provide a revised Manufacturing Plan to support training and installation efforts and integrate the changes into the Modification Instructions for depot installation of the ATWS. During Phase II, the Government shall conditionally accept the ATWS and upon the successful completion of First Article Tests (FAT) which includes resolution/correction of all discrepancies found during testing, final acceptance will be provided.

A .4 Classified Information & Controlled Unclassified Information Request Procedures.

A.4.1 Classified Information: Classified Information Request Procedures.

A.4.1.1 Offerors must have a valid U.S. security clearance of SECRET or higher in order to respond to this RFP, because the RFP includes an annex classified at the SECRET level which will be released only to offerors possessing the appropriate clearance. All classified material must be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M. The classified annex to the RFP will only be sent on electronic media (CD/DVD). As a result, an Information Systems clearance of at least SECRET will be required to view the Classified Annex to this RFP.

A.4.1.2 Requests for the classified portion of this RFP must be made by the offeror's Facility Security Officer (FSO) via e-mail to charles.scott16@us.army.mil, with the title "Request for PM-LAV-ATM RFP Classified Annex". Requests made by other than the FSO will not be processed.

A.4.1.3 Contractors must destroy classified material received or generated under contracts resulting from this RFP not later than 2 years following completion of the contract or as soon as it is no longer needed, whichever comes first. Firms that do not submit a proposal or who withdraw their proposals must destroy or return classified material generated or received under this RFP not later than 180 days after the opening date of proposals. Firms who submit a proposal that is not accepted by the Government or does not result in a contract award to the firm have 180 days after notification to destroy or return classified information.

A.4.1.4 The following information must be provided and must match the offeror's information in the Industrial Security Facilities Database (ISFD):

- The Company Name and Classified Mailing Address (must match ISFD information)
- CAGE Code
- Name of Facility Security Officer (FSO) with Telephone Number(s), Datafax Number, and E-mail Address
- CAGE Code(s) and Address(es) of the Company Facility (Facilities) intended to participate in Proposal Preparation and Performance of the PM-LAV ATM Program where classified material will be utilized.

A.4.2 Controlled Unclassified Information:

A.4.2.1 Controlled Unclassified Information (CUI) Request Procedures:

A.4.2.1.1 This RFP contains CUI that will only be sent to offerors upon an approved request. The below Attachments and Exhibits contain CUI:

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

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr= W56HZV11R0029

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

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

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

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

(e) Note to offerors:

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

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

Unless otherwise authorized in the solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) On-Line Bid Response System (BRS). Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

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

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

(g) If you have questions or need help using ProcNet, call our Electronic Contracting Help Desk at (586) 282-7059, or send an email to DAMI_AcquisitionCenterWebPage@conus.army.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/db/procurem.htm> to find a location near you.

End of Provision

A-2 52.232-4007 WIDE AREA WORKFLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS APR/2008
(TACOM)

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

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

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<http://www.wawftraining.com/>

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

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

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

- Your firms CAGE code (found in Block 15A of SF 33; Block 17a of SF 1449; Block 14 of SF 1442; Block 7 of SF 26)
- Issue and Admin DoDAAC Code (found in Block 7 of SF 33; Block 9 of SF 1449; Block 7 of SF 1442; Block 5 of SF 26)
- Ship-To DoDAAC Code (if deliverables are involved) (found in Section B of the contract where SF 33, SF 1442, or SF 26 is the cover page; Block 15 of SF 1449)
- Accept-By DoDAAC Code: (Indicate -1- .)
- Payment DoDAAC Code. (found in Block 25 of SF 33; Block 18a of SF 1449; Block 27 of SF 1442; Block 12 of SF 26)

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

Primary Acceptor Name: TBD
 Primary Acceptor e-mail: TBD

Alternate Acceptor Name: TBD
 Alternate Acceptor e-mail: TBD

Third-level Acceptor Name TBD
 Third-level Acceptor e-mail: TBD

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]

A-3 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON JAN/2006

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

[End of Clause]

A-4 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____
_____	_____

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(End of Provision)

A-5 52.214-4003 ALL OR NONE MAR/1998
(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD..
- (3) THE TERMS AND CONDITIONS FOR PROVISION 52.214-4003 (LOCAL WARREN) (ALL OR NONE)/MAR 1999 ARE NOT APPLICABLE TO CLIN 0010AA (UNLIMITED TECHNICAL DATA RIGHTS).

[End of clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0001	SECURITY CLASS: Unclassified													
0001AA	<p><u>DEVELOPMENT ENG/CTR PRGM MGT/ILS DATA</u></p> <p>Development Engineering, Contractor Program Management, & Integrated Logistics Support Data in accordance with the following Sections:</p> <p>C.3.0.2, C.3.0.4, C.3.0.5, C.3.0.6, C.3.1, C.3.3.2.1 C.3.3.2.2, C.3.3.2.4, C.3.3.2.5, C.3.3.2.6, C.3.3.2.7, C.3.3.2.8, C.3.3.3, C.3.4, C.3.5, C.3.6, C.3.7.2, C.3.8.1, C.3.8.2, C.3.8.3, C.3.8.4, C.3.8.5, C.3.8.6, C.3.8.7, C.3.8.8, C.3.8.9, C.3.9, C.3.10, C.3.11, C.3.12.1, C.3.12.5, C.3.12.6, C.3.13, C.3.14, and C.3.15.</p> <p>NOTE: PROGRAM MANAGEMENT COSTS ATTRIBUTABLE TO PHASE II SHOULD BE PRICED INTO FIRM FIXED PRICE EFFORT.</p> <p>This is a Cost Plus Fixed Fee CLIN:</p> <p>EST. Cost: \$ _____ Fixed Fee: \$ _____ Total Amount: \$ _____</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE SECTION F</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE SECTION F	1	SV		\$ _____
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001	1	SEE SECTION F												

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0001AB	<p><u>DEVELOPMENT ENG/CTR PRGM MGT/ILS DATA</u></p> <p>Development Engineering, Contractor Program Management, & Integrated Logistics Support Data in accordance with the following Sections:</p> <p>C.3.0.2, C.3.0.4, C.3.0.5, C.3.0.6, C.3.1, C.3.3.2.1 C.3.3.2.2, C.3.3.2.4, C.3.3.2.5, C.3.3.2.6, C.3.3.2.7, C.3.3.2.8, C.3.3.3, C.3.4, C.3.5, C.3.6, C.3.7.2, C.3.8.1, C.3.8.2, C.3.8.3, C.3.8.4, C.3.8.5, C.3.8.6, C.3.8.7, C.3.8.8, C.3.8.9, C.3.9, C.3.10, C.3.11, C.3.12.1, C.3.12.5, C.3.12.6, C.3.13, C.3.14, and C.3.15.</p> <p>NOTE: PROGRAM MANAGEMENT COSTS ATTRIBUTABLE TO PHASE II SHOULD BE PRICED INTO FIRM FIXED PRICE EFFORT.</p> <p>This is a Cost Plus Fixed Fee CLIN:</p> <p>EST. Cost: \$ _____ Fixed Fee: \$ _____ Total Amount: \$ _____</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u> <u>DATE</u></td> </tr> <tr> <td>001</td> <td>1 SEE SECTION F</td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u> <u>DATE</u>	001	1 SEE SECTION F	1	SV		\$ _____
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0001AC	<p><u>DEVELOPMENT ENG/CTR PRGM MGT/ILS DATA</u></p> <p>Development Engineering, Contractor Program Management, & Integrated Logistics Support Data in accordance with the following Sections:</p> <p>C.3.0.2, C.3.0.4, C.3.0.5, C.3.0.6, C.3.1, C.3.3.2.1 C.3.3.2.2, C.3.3.2.4, C.3.3.2.5, C.3.3.2.6, C.3.3.2.7, C.3.3.2.8, C.3.3.3, C.3.4, C.3.5, C.3.6, C.3.7.2, C.3.8.1, C.3.8.2, C.3.8.3, C.3.8.4, C.3.8.5, C.3.8.6, C.3.8.7, C.3.8.8, C.3.8.9, C.3.9, C.3.10, C.3.11, C.3.12.1, C.3.12.5, C.3.12.6, C.3.13, C.3.14, and C.3.15.</p> <p>NOTE: PROGRAM MANAGEMENT COSTS ATTRIBUTABLE TO PHASE II SHOULD BE PRICED INTO FIRM FIXED PRICE EFFORT.</p> <p>This is a Cost Plus Fixed Fee CLIN:</p> <p>EST. Cost: \$ _____ Fixed Fee: \$ _____ Total Amount: \$ _____</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE SECTION F</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE SECTION F	1	SV		\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p><u>EMD PROTOTYPE OPTION</u></p> <p>EMD Prototypes, in accordance with Performance Specifications, Attachment 0001</p> <p>This is a Firm Fixed Price CLIN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0730</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0029 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0002AC	<p><u>EMD PROTOTYPE OPTION</u></p> <p>EMD Prototypes, in accordance with Performance Specifications, Attachment 0001</p> <p>This is a Firm Fixed Price CLIN.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>1095</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001						<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	1	1095				1	EA	\$ _____	\$ _____
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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0029 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0003	SECURITY CLASS: Unclassified										
0003AA	<p><u>DT TEST SUPPORT/ TRAINING/SSP</u></p> <p>Developmental Test Support, Training and System Support Package (SSP) in accordance with the following Sections of the Scope of Work:</p> <p>C.3.8.9, C.3.8.10, C.3.8.11, C.3.8.12, C.3.8.12.1, C.3.8.13, C.3.8.16, and C.3.8.17.</p> <p>This is a Cost Plus Fixed Fee CLIN:</p> <p>EST. Cost: \$ _____ Fixed Fee: \$ _____ Total Cost: \$ _____</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></td> <td></td> </tr> <tr> <td>001 1 SEE SECTION F</td> <td></td> </tr> </table>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001 1 SEE SECTION F		1	SV		\$ _____
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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0003AB	<p><u>OT TEST SUPPORT, TRAINING & SSP</u></p> <p>Operational Test Support, Training and System Support Package (SSP) in accordance with the following Sections of the Scope of Work:</p> <p>C.3.8.9, C.3.8.10, C.3.8.14, C.3.8.14.1, C.3.8.15, C.3.8.16, and C.3.8.17.</p> <p>This CLIN is a Cost Plus Fixed Fee CLIN:</p> <p>Est. Cost: \$ _____ Fixed Fee: \$ _____</p> <p>Total Cost \$ _____</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE SECTION F</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE SECTION F	1	SV		\$ _____
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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0029 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0003AC	<p><u>FIND, FIX AND REFURBISH</u></p> <p>Find, Fix and Refurbish in accordance with Sections:</p> <p>C.3.8.18 and E.12.</p> <p>This is a Cost Plus Fixed Fee CLIN:</p> <p>EST. Cost: \$ _____</p> <p>Fixed Fee: \$ _____</p> <p>Total Cost \$ _____</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE SECTION F</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE SECTION F	1	SV		\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																								
0005	FSCM: 99999 PART NR: 99999999999999999999 SECURITY CLASS: Unclassified																																												
0005AA	<p><u>PRODUCTION OPTION</u></p> <p>Production Quantity in accordance with Performance Specifications, Attachment 0001.</p> <p>This is a Firm Fixed Price CLIN.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">DOC</td> <td style="width: 10%;"></td> <td style="width: 10%;">SUPPL</td> <td style="width: 10%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>35</td> <td>0390</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: (M99933) TRAFFIC MANAGEMENT OFFICER MCLB BLDG 1221 DR 20 MF M99933 SET ASSY WHSE 1241 DR 13 ALBANY,GA,31704-5000</p>	DOC		SUPPL						<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>			001								<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>						001	35	0390						35	EA	\$ _____	\$ _____
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Reference No. of Document Being Continued
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0008	SECURITY CLASS: Unclassified													
0008AA	<p><u>PVT TEST SUPPORT OPTION</u></p> <p>Product Verification Testing Support in accordance with the following Sections:</p> <p>C.3.8.21, C.3.8.22, C.3.8.23, C.3.8.24, C.3.8.25, C.3.8.26, C.3.8.27, C.3.8.28, C.3.8.29, and C.3.8.30.</p> <p>This is a Cost Plus Fixed Fee CLIN:</p> <p>Est. Cost \$ _____ Fixed Fee: \$ _____ Total Cost: \$ _____</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE SECTION F</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE SECTION F	1	SV		\$ _____
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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0029 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0008AB	<p><u>NEW EQUIPMENT TRAINING OPTION</u></p> <p>New Equipment Training in accordance with Sections: C.3.9.13.9 and C.3.9.13.10.</p> <p>This is a Firm Fixed Price CLIN (End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE SECTION F</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE SECTION F	1	SV		\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	SECURITY CLASS: Unclassified				
0009AA	<p><u>YEAR 1 - ILS AND IETM MANUAL UPDATES OPTION</u></p> <p>Integrated Logistic Support Manual and Interactive Electronic Technical Manual updates in accordance with Sections:</p> <p>C.3.9.13.5, C.3.9.13.6, C.3.9.13.7, C.3.9.13.8, and C.3.9.13.12.</p> <p>Period of performance is 1,460 days from award of option.</p> <p>This is a Cost-Plus Fixed Fee (CPFF) CLIN for four (4) years; incremental funding will be applied if/when necessary.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>			\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0029 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	SECURITY CLASS: Unclassified				
0010AA	<p><u>UNLIMITED TECHNICAL DATA RIGHTS OPTION</u></p> <p>Reference Section H.3</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>			\$ _____	\$ _____
0011	SECURITY CLASS: Unclassified				
0011AA	<p><u>CONTRACTOR MANPOWER REPORTING (CMR)</u></p> <p>The Contractor shall provide the information required by the contract clause entitled CONTRACTOR MANPOWER REPORTING (CMR) TACOM, Clause 52.237-4000 in Section C-2.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>

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Name of Offeror or Contractor:

B.1 Estimated Cost and Payment.

B.1.1 The ESTIMATED COST for performance of the work required under this contract is stated in Section B under CLINs 0001AA,0001AB, 0001AC, 0003AA, 0003AB, 0003AC, and 0008AA which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF FUNDS.

B.1.2 The contractor will be paid the fixed fee stated in Section B under CLINs 0001AA,0001AB, 0001AC, 0003AA, 0003AB, 0003AC, and 0008AA 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 hereof entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

*** END OF NARRATIVE B0001 ***

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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	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO 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.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007
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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 manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information 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) Estimated direct labor hours (including sub-contractors);
- (6) Estimated 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) Estimated 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).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

C-3	52.239-4003	SECTION 508 CONFORMANCE	APR/2010
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Under Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), federal agencies must give disabled employees and members of the public access to electronic information that is comparable to the access available to others. Section 508 requires that federal agencies' electronic and information technology (EIT) be accessible to people with disabilities. All EIT products and services purchased under this contract must conform to the Section 508 law by meeting all applicable accessibility standards.

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The applicable accessibility standards are indicated in the Statement of Work and/or CLINs. See below for the list of accessibility standards. Only the standards referenced in the Statement of Work and/or CLINs apply to this contract.

Section 508 Accessibility Standards

1194.21 Software applications and operating systems.

- (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.
- (b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.
- (c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.
- (d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.
- (e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.
- (f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.
- (g) Applications shall not override user selected contrast and color selections and other individual display attributes.
- (h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.
- (i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
- (j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.
- (k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.
- (l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

1194.22 Web-based intranet and internet information and applications.

- (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).
- (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
- (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.
- (d) Documents shall be organized so they are readable without requiring an associated style sheet.
- (e) Redundant text links shall be provided for each active region of a server-side image map.
- (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
- (g) Row and column headers shall be identified for data tables.
- (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
- (i) Frames shall be titled with text that facilitates frame identification and navigation.
- (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.
- (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.
- (l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.
- (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with 1194.21(a) through (l).
- (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
- (o) A method shall be provided that permits users to skip repetitive navigation links.
- (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

1194.23 Telecommunications products.

- (a) Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a

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TTY functionality shall provide a standard non-acoustic connection point for TTYS. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.

(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.

(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYS.

(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.

(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYS, and for users who cannot see displays.

(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.

(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.

(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.

(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.

(k) Products which have mechanically operated controls or keys, shall comply with the following:

(1) Controls and keys shall be tactilely discernible without activating the controls or keys.

(2) Controls and keys shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2 N) maximum.

(3) If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.

(4) The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.

1194.24 Video and multimedia products.

(a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.

(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.

(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.

(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.

(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.

1194.25 Self contained, closed products.

(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach assistive technology to the product. Personal headsets for private listening are not assistive technology.

(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

(c) Where a product utilizes touch screens or contact-sensitive controls, an input method shall be provided that complies with 1194.23

(k) (1) through (4).

(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.

(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.

(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.

(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.

(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of

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contrast levels shall be provided.

(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.

(j) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following:

(1) The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length.

(2) Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.

(3) Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.

(4) Operable controls shall not be more than 24 inches behind the reference plane.

1194.26 Desktop and portable computers.

(a) All mechanically operated controls and keys shall comply with 1194.23 (k) (1) through (4).

(b) If a product utilizes touch screens or touch-operated controls, an input method shall be provided that complies with 1194.23 (k) (1) through (4).

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.

(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.

1194.31 Functional performance criteria.

(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.

1194.41 Information, documentation, and support.

(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.

(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.

(c) Support services for products shall accommodate the communication needs of end-users with disabilities.

(End of Clause)

C.1 SCOPE OF WORK

C.1.1 General Program Scope. This contract will satisfy the requirements to support all necessary activities contained within both the Engineering and Manufacturing Development (EMD) and Production and Deployment phases of the program. Under this contract the Contractor shall design, develop, integrate, test, provide field service representative (FSR) test support to government testing produce, manufacture, prepare and deliver associated documentation, provide technical support, training, and technical manuals, in accordance with the Performance Specification (P-Spec) (Attachment 0001), and the other provisions of this contract. The Contractor shall provide the necessary supplies and services as described herein to deliver Anti-Tank Weapon Systems (ATWS). The ATWS shall be packaged in a configuration to perform its functions within the existing LAV-ATA2 vehicle envelope. Upon successful completion of Developmental Test (DT) and Initial Operational Test and Evaluation (IOT&E) testing the government may exercise contract options for production.

C.1.2 Identification of Phase I & Phase II.

Phase I: The Engineering Manufacturing and Development Phase (Phase I) consists of all base award activities up to and including successful completion of Operational Testing (Section E.11).

Phase II: The Production Phase (Phase II) is initiated upon exercise of the first production option, CLIN 0004AA, and includes all

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effort required to satisfy production requirements including delivery of the Anti-Tank Weapon Systems (ATWS) .

C.2 APPLICABLE DOCUMENTS. The following documents form a part of this Statement of Work (SOW) to the extent specified herein. The most recent revision of the referenced document at the time of contract shall be used unless otherwise specified. In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. All second tier and below references cited in mandatory compliance documents shall be considered as guidance only. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

C.2.1 Military Standards and Specifications - Mandatory Compliance.

MIL-PRF-49506	Logistics Management Information
MIL-STD-129	Military Marking for Shipment and Storage
MIL-STD-461	Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
MIL-STD-882	Standard Practice for System Safety
MIL-STD-1366	DoD Interface Standard for Transportability Criteria
MIL-STD-1472	Human Engineering
MIL-STD-2073-1	DoD Interface Standard for Transportability Criteria

C.2.2 Military Standards and Specifications - Guidance Only.

MIL-STD-1686	Electrostatic Discharge Control Program for Protection of Electrical and Electronics Parts, Assemblies and Equipment
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C.2.3 Federal Standard - Mandatory. Not Applicable

C.2.4 Drawings. Not Applicable

C.2.5 Handbooks - Guidance Only.

MIL-HDBK-61	Configuration Management Guidance
MIL-HDBK-189	Reliability Growth Management
MIL-HDBK-217	Reliability Prediction of Electronic Equipment
MIL-HDBK-338	Electronic Reliability Design Handbook
MIL-HDBK-470	Designing and Developing Maintainable Products and Systems
MIL-HDBK-502	Acquisition Logistics
MIL-HDBK-759	Human Engineering Design Guidelines
MIL-HDBK-781	Reliability Test Methods, Plans, and Environments for Engineering Development, Qualification, and Production
MIL-HDBK-881	Work Breakdown Structures for Defense Materiel Items
MIL-HDBK-31000	Technical Data Packages

C.2.6 Other Government Documents. Unless otherwise stated, the following documents may be obtained from the Document Automation and Production Service, Building 4/D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 or visit <http://dodssp.daps.mil>.

DoDD 4650.1	Management and Use of the Radio Frequency Spectrum
DoDI 8500.2	Information Assurance (IA) Implementation

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FED-STD-313 Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities

FED-REQ-49CFR Title 49 -- Transportation

NAVSEAINST 9310.1 Naval Lithium Battery Safety Program

NTIA Manual National Telecommunications and Information Administration

TM S9310-AQ-SAF-010 Technical Manual for Batteries, Navy Lithium Safety Program Responsibilities and Procedures

(Copies of TM S9310-AQ-SAF-010 are available from Naval Weapons Support Center, Code 3057, Building 36, Crane, IN 47522-5060.)

C.2.7 Non-Government Documents.

ASME 14.24M Engineering Drawing Practices

ASME Y14.34M Associated Lists

ASME Y14.100 Engineering Drawing Practices

(Copies of ASME documents are available from www.asme.org or American Society of Mechanical Engineers Information Central Orders/Inquiries, P.O. Box 2300, Fairfield, NJ 07007-2300.)

ASTM D3951 Standard Practice for Commercial Packaging

ASTM D4169-01e1 Standard Practice for Performance Testing of Shipping Containers and Systems

(Copies of ASTM documents are available from www.astm.org or American Society for Testing and Materials International, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.)

EIA-625 Requirements for Handling Electrostatic Discharge-Sensitive (ESDS) Device

EIA-649 National Consensus Standard for Configuration Management

ANSI/EIA-748 Earned Value Management System

(Copies of EIA documents are available from www.eia.org or Electronic Industries Alliance Corporate Engineering Department, 2500 Wilson Boulevard, Arlington, VA, 22201.)

IEEE/EIA 12207 Standard for Information Technology - Software Life Cycle Processes

(Copies of IEEE/EIA 12207 are available from www.ieee.org or Institute of Electrical and Electronics Engineers Service Center, 445 Hoes Lane, Piscataway, NJ 08854-1331.)

NAS 411 Hazardous Materials Management Program

(Copies of NAS 411 are available from www.aia-aerospace.org or Aerospace Industries Association of America, 1250 Eye Street, NW, Suite 1200, Washington, DC 20005-3924.)

C.2.8 Forms.

DD Form 1494 Application for Equipment Frequency Allocation

Standard Form 368 Product Quality Deficiency Report

C.3. REQUIREMENTS. The contractor shall perform all tasks required to design, develop, integrate, test, produce, manufacture, deliver and prepare associated documentation, provide logistic support, provide technical support, provide field service support, provide training, develop technical manuals and deliver the ATWS in the quantity specified in the contract. The contractor shall provide all materials, equipment, hard tooling, personnel, and facilities necessary to manufacture, fabricate, integrate, produce, and deliver the types and quantities of deliverables specified by the contract. The ATWS shall be packaged in a configuration to perform its functions within the existing LAV-ATA2 vehicle envelope. During EMD Phase (Phase I), the Contractor shall design, integrate and deliver four (4) ATWSs that meet the requirements of the Performance Specification (P-Spec) and the other provisions of this contract. Three (3) of the four (4) will be used for system level Developmental Test (DT) and Initial Operational Test and Evaluation (IOT&E) with the remaining

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one (1) used in support of Integrated Logistics Support (ILS). The Contractor shall perform the necessary Design Verification Tests (DVT) to ensure the performance of the ATWS. The Contractor shall support both the Government performed Developmental Tests (DT) and Operational Tests (IOT&E). The resulting ATWS shall be producible and supportable and comply with the requirements contained within Attachment 0001 Performance Specifications. Upon successful completion of developmental test, operational test, the Government may exercise contract options for production and fielding resulting in the start of Phase II (Production phase).

C.3.0.1 The requirements for this program that are contained in this Scope of Work are applicable to BOTH Phase I Engineering Manufacturing and Development (EMD) and Phase II Production, unless otherwise specified.

C.3.0.2 Total System Responsibility. The Contractor shall have system and integration responsibility as defined herein. The Contractor shall assume total system responsibility for the LAV Anti Tank Modernization Program (ATMP). Total system responsibility is defined as the Contractor agreeing to accept responsibility for incorporating an ATWS that meets the requirements of the Performance Specification (Attachment 0001), and that does not degrade from the current performance of the LAV-ATA2 as set forth in the Family of Light Armored Vehicle Demonstrated Performance Specifications (Attachment 0002). Total system responsibility includes items that are subcontracted and/or Contractor furnished and specified by the Government by manufacturer's name, item description, or part number. Contractor responsibility for Government Furnished Equipment/Government Furnished Material (GFE/GFM) items is limited to any defects or performance degradation resulting from contractor integration of the item. The Contractor shall be responsible for Correction of Deficiencies (COD) as set forth in Section E; and for ensuring on-time delivery of all hardware and data deliverables under this contract.

C.3.0.3 LAV-AT Automotive Performance. Integration of the ATWS onto the LAV-ATA2 shall not degrade the required performance and protection level capabilities of the LAV ATA2 as defined in the Modified FOLAV Demonstrated Performance Specification (DPS). In the event there is a contradiction between the DPS and the Performance Specifications, the performance specification shall be controlling. The contractor shall notify the government of any contradiction within fifteen (15) days for requirements clarification and direction.

C.3.0.4 Vehicle Integration. The Contractor shall be responsible for the integration of the ATWS into LAV-ATA2s (with BPUP Armor kits applied A, B, and C). The ATWS shall be designed to allow installation into any LAV-ATA2 (new build or legacy chassis) configured vehicle. Electrical, hydraulic and mechanical integration shall be achieved with no degradation of the baseline vehicle. The ATWS turret shall be integrated into the automotive structure in the same location as in the baseline vehicle. Structural and configuration modifications shall be minimized and shall require approval through acceptance of CDRL A033 (reference Section C.3.6.1.5).

C.3.0.5 Manufacturing Plan. The Contractor shall present an initial Manufacturing Plan at the Start of Work meeting. The Contractor shall present an updated Manufacturing Plan at the Critical Design Review (CDR). The following factors, shall be addressed in the updated plan: production process planning, identification of the production process sequence and critical control points, the interrelated lead-times between the control points, manpower utilization, tooling and facilities plans, current and expected workload during the ATWS performance period, subcontracting and the material requirements planning process to be used. During Phase II, the Contractor shall present a revised Manufacturing Plan at Phase II Start of Work Meeting to support training and installation efforts and integrate the changes into the Modification Instructions for depot installation of the ATWS.

C.3.0.6 Manufacturing, Installation and Shipping. The four (4) ATWS Production Representative Systems (PRS), used during the EMD phase (Phase I), shall be installed on LAV-ATA2s by the Contractor at the Contractors facility. For these four systems, contractor personnel shall remove the current M901 turret (if applicable) and related materials in preparation for the ATWS installation. The M901 turret and associated materials shall be shipped to Barstow, by the contractor, (Project Code: PHA, Bldg 401 DODAAC: MMSA02) after removal from the vehicles. The Contractor shall install the ATWS into each vehicle system including all hardware, software, cables, harnesses, and interfaces. During the Production and Deployment phase (Phase II), the contractor shall manufacture, produce and provide the ATWS, materials, initial spares, equipment and deliverables in the types and quantities as specified in the Schedule. After completion of ATWS assembly and kitting, the contractor shall ship the production in accordance with the schedule. Shipments shall be coordinated to facilitate the installation plan (reference CDRL A012). The installation of the (up to) 114 ATWSs (118 total ATWS minus four (4) Production Representative assets) are planned be performed at the Marine Corps Maintenance Centers. During Phase II, the Contractor shall present a revised Manufacturing Plan at Phase II Start of Work Meeting to support training and installation efforts and integrate the changes into the Modification Instructions for depot installation of the ATWS.

C.3.0.6.1 Installation Training - Phase II. The contractor shall provide two retrofit installation training sessions for Marine Corps Logistics Base Maintenance Centers at Albany, Georgia and Barstow, California. Training shall commence no later than ten (10) days after the first production hardware arrives. The training shall be performed at both locations at different times and shall be limited to 30 students. The contractor shall provide Installation Training Package IAW CDRL A001 Retrofit Installation Training. The training package shall consist of detailed installation instructions for the ATWS to be installed into the existing USMC LAV-ATA2 (new production and legacy). The training material shall cover the modification instructions and system troubleshooting. Training on weapons firing and ammunition handling are not required. The training content and length of course shall be tailored to the audience being instructed on the percentage of practical application needed. The Government will provide the necessary facilities and common support items to support this training. The contractor shall provide all special tools and equipment.

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C.3.0.6.2 Contractor Inspection and Acceptance of Production - Phase II. The Contractor shall be responsible for performing all the required inspections on each ATWS at the Contractor(s) facilities prior to delivery. These inspections shall be performed per the requirements of section E, paragraphs E.13.9, E.13.10, E.13.12.

C.3.0.6.3 Production Line of Balance (LOB) Status - Phase II. The Contractor shall prepare and deliver on a monthly basis a report that displays the Production Line of Balance (LOB) status IAW CDRL A002 - Production Line of Balance (LOB) Status. The report should include the status of production activities related to the ATWS and its individual LRU's and vehicle modification components. The points of application within the manufacturing process of components and assemblies included in the LOB report shall be included in the production flow chart of the next higher assembly.

C.3.1 PROGRAM AND DATA MANAGEMENT

C.3.1.1 Program Management. The contractor shall establish and maintain program management practices IAW CDRL A003 - Contractors Progress, Status and Management Report throughout the period of performance. Program management practices shall provide visibility into the contractors organization and techniques used in managing the program, specifically subcontractor, and data management. Documentation shall be readily available to Government representative(s) during planned visits.

C.3.1.2 Risk Management Plan. The Contractor shall implement a Risk Management Plan. The initial set of Contractor-defined risks shall be updated as new risks are identified. The Contractor shall rank risks with respect to impact on performance, cost, and schedule and shall identify and develop risk mitigation plans for risk reduction and resolution. The Contractor shall describe its proposed risk management plan at the start of work meeting and shall follow the guidelines of the Risk Management Guide for DoD Acquisition, (Sixth edition, ver. 1) for format and MIL-STD-882 (DoD Standard Practice for Safety System) shall be utilized for hazard risks.

C.3.1.2.1 Risk Reporting. The Contractor shall maintain a risk management program to assess risks associated with achievement of performance, cost, and schedule requirements. Specific risk functions shall:

1. Identify known and potential risks.
2. Assess risks, including a relative ranking by program impact and the establishment of critical thresholds.
3. Define method or alternative to mitigate or minimize these risks, including the identification of criteria upon which programmatic decisions are based.
4. Track and report risk mitigation progress.

The Contractors risk management program shall be presented to the Government initially at the Start of Work Meeting and then updated IAW CDRL A004 Risk Management Status Report.

C.3.1.3 Data Management. The contractor shall establish a single, centralized system for management of all data required under this contract. The contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing data and provide maximum multiple use of technical information. Any electronic databases or applications used to store, track, share, transmit or display information pertaining to this contract shall be web-based. Government use of any data management system shall not require installation of client software on Government computer systems (with the exception of Internet Explorer and Microsoft Office). Specific data management functions shall include schedule control for deliverables, maintenance of deliverables, approval of deliverable format, and distribution, and delivery of data products. The system shall include facilities for storage of all data developed or utilized for this contract, and shall provide equal access to data by the Government. The contractor shall ensure all data is centrally available for Government review to ensure continuity of the system fabrication and supporting documentation. The Government reserves the right to review all data associated with and developed for the ATWS.

C.3.1.4 Schedule Planning. The Government will provide a Critical Milestone Schedule (reference Attachment 0003) consisting of high level milestones, technical reviews, and assessments for the ATWS program. As a requirement for the RFP, the Contractor constructed an Integrated Master Plan (IMP) consisting of an event driven plan that documents the significant accomplishments and criteria necessary to complete the work and ties each event to the Critical Milestone Schedule. The Contractor shall construct and maintain an Integrated Master Schedule, CDRL A007 Integrated Master Schedule (IMS). The IMS is an integrated and networked multi-layered schedule of program tasks required to complete the work effort captured in the related IMP submitted during RFP. The IMS should be defined to the level of detail necessary for day-to-day execution of the program. The Contractor shall notify the Government in writing of any anticipated or projected work stoppages or delays that will impact schedules. Reference MIL-HDBK-881A for additional guidance for IMP and IMS schedules. The IMP and IMS shall be updated by the contractor on a continuing basis.

C.3.1.5 Assignment of Responsibility and Authority. The contractor shall identify and present at all in-process program reviews and technical reviews, the organizational elements responsible for the conduct of the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The following billets shall be considered key personnel. The contractor in writing shall appoint all persons filling these billets. The contractor shall notify the Government within fifteen (15) days of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance.

1. Program Manager. The contractor shall designate a Program Manager (PM) who shall possess sufficient corporate authority

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to manage, direct, execute and control all elements of the contract. The PM shall serve as the primary point of contact between the contractor and the Government, and be responsible for the coordination of all contractor activities related to the contract.

2. Systems Engineer. The contractor shall designate a Systems Engineer who shall possess sufficient authority to manage, direct, execute and control all engineering elements of the contract.

3. Test Engineer. The contractor shall designate a Test Engineer who shall possess sufficient authority to manage, direct, execute and control all test and engineering elements of the contract.

4. Configuration Management (CM) Manager. The contractor shall designate a CM Manager who shall possess sufficient authority to manage, direct, execute and control all CM elements of the contract.

5. Environment, Safety, and Occupational Health (ESOH) Manager. The contractor shall designate an ESOH Manager. The person shall possess the authority to manage, direct, execute and control all environment, safety and occupational health elements of the contract.

6. Integrated Logistic Support (ILS) Manager. The contractor shall designate an ILS Manager who shall possess sufficient authority to manage, direct, execute and control all ILS elements of the contract.

7. Quality Assurance (QA) Manager. The contractor shall designate a QA Manager who shall possess sufficient authority to manage, direct, execute and control all quality elements of the contract.

8. Corrosion Engineer. The contractor shall designate a Corrosion Management Engineer who shall possess sufficient authority to manage, direct, execute and control all corrosion related elements of the contract.

9. Training Manager. The contractor shall designate a Training Manager who shall possess sufficient authority to manage, direct, execute and control all training related elements of the contract.

C.3.2 GOVERNMENT FURNISHED PROPERTY

C.3.2.1 Government Furnished Equipment. A complete list of Government Furnished Property (GFP) including Equipment, Information, and Materials that will be made available for the Contractor is contained in Attachment 0004. Items (other than the vehicles,) will be provided to the contractor within sixty (60) days of receipt of contractor's written request to the Program Managers Office for Marine Corp Light Armored Vehicles. he contractor shall provide a receipt of Government Property Report IAW CDRL A009 Receipt of Government Property Report.

C.3.2.1.1 Vehicle Configuration. As identified in Attachment 0004 (Government Furnished Property (GFP)), the Government will provide the Contractor with four (4) LAV-ATA2 vehicles for the integration development effort. These vehicles shall consist of three (3) new builds without the M901 turrets installed and one (1) legacy vehicle with the M901 turret installed. All vehicles will be provided in Equipment Condition Code A.

C.3.2.1.2 Vehicle and MITAS Shipping. The Government will be responsible for shipping four (4) LAV-ATA2 and four (4) Modified Improved Target Acquisition Systems (MITAS) as GFP to the Contractor's facility within thirty (30) days after contract award.

C.3.3 MEETINGS, FORMAL REVIEWS, CONFERENCES AND AUDITS

C.3.3.1 Contractor Responsibilities. The contractor shall plan, host, attend, coordinate, provide administrative support and conduct the meetings, formal reviews, conferences, and audits (hereinafter called "reviews"). The reviews shall be conducted at Government and contractor facilities. When it is feasible, the Contractor is encouraged to conduct as many of the reviews in a video teleconferencing format as possible. Reviews requiring demonstration and examination of equipment shall be conducted at the contractor's facility. All such reviews shall be included in the program schedule and may be held concurrently with the Governments approval. The contractor shall prepare agendas and conference presentation materials IAW CDRL A010 Conference Agenda, and provide minutes and reports following each review IAW CDRL A011 Report, Record of Meeting/Minutes. The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance. Action item documentation, assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews. A summary of all action items, responsible parties, and estimated completion dates shall be included with the minutes.

C.3.3.2 Meetings, Reviews and Conferences.

C.3.3.2.1 Start of Work Meetings - Phase I. The contractor shall conduct a Start of Work meeting at his facility no later than thirty (30) days after contract award for approximately fifteen (15) government personnel. The Contractor shall present the Program Management Plan as well as key personnel, program implementation processes, and the contract schedule critical path network, the Contract Work Breakdown Structure (CWBS), the Risk Management Plan and the Quality Assurance Program Plan.

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C.3.3.2.2 Logistics Start of Work Meeting - Phase I. The Contractor shall conduct an ILS SOW meeting immediately following (the next business day) the completion of the Start of Work Meeting (reference C.3.3.2.1). The ILS SOW meeting shall last no longer than two (2) days. The Contractor shall review key ILS milestones for the program. Additional topics and processes to be discussed include:

1. Condition Based Maintenance and Maintenance Planning.
2. Contractor support requirements for DT and IOT&E and production tests.
3. Support Equipment (SE) development and identification
4. Tech Publication Data development process in accordance with the Technical Manual Contract Report TMCR and Technical data support (provisioning data, technical publications, engineering data for provisioning (EDFP) required under this contract (Reference sections C.3.1.0 and C.3.12).
5. Dates and times for Logistics Reviews.
6. Availability of ATWS Items, common tools, special tools, support equipment and bulk items and expandable items.
7. Obsolescence Management in accordance with PM-LAVs Diminishing Manufacturing Sources and Material Shortages Plan.
8. Software support.
9. Facilities Impact and Planning.
10. Design influence and integration efforts with System Engineering.
11. Packaging, Handling, Storage, and Transportation (PHS&T).
12. Configuration Management.
13. Reliability Data Development and Reporting Process.
14. Level of Repair Analysis (LORA) Development and Reporting Process.
15. Maintenance Allocation Chart to be developed based on LORA.
16. Reliability Centered Maintenance (RCM) Analysis.
17. Recommended Repair Parts List (RRPL).
18. System Support Package (SSP) Component List.
19. Training plan of action and milestones to meet courseware updated development and training requirements.
20. Training aids, devices, systems, and simulations (TADSS).
21. ILS Program Risk Management. The Contractor shall brief any program risks that may affect the ILS effort. Risk items shall be analyzed according to program, cost, schedule, and performance. Risk items to be considered are any tasks that are a part of the ILS effort (i.e. TMs, provisioning, maintenance, CM).
22. Provisioning to include procedures for developing data and identifying long lead-time items.

C.3.3.2.3 Start of Work Meetings - Phase II. The Contractor shall conduct a Start of Work meeting at his facility no later than thirty (30) days after exercise of the Phase II Production option for approximately fifteen (15) government personnel. The Contractor shall present the Phase II Program Management Plan as well as the contract schedule critical path network, the Contract Work Breakdown Structure (CWBS), the Risk Management Plan and the Quality Assurance Program Plan.

C.3.3.2.4. Executive Workshop - Phase I. Within thirty (30) days after contract award, and immediately prior to the start of work meeting, Government and Contractor senior executives and managers shall conduct an Executive Partnering Workshop. At a maximum this shall be a one-day meeting. The purpose of this workshop is to establish lines of communication between upper management in both parties. The product of this meeting shall be an overarching Charter for the LAV-AT Modernization Program, including designation of senior-level and program-level "Champions." The "Champions" will be responsible for overseeing the project, enforcing the team approach, overcoming resisting forces, participating in the resolution of issues escalated to their level, celebrating successes, and maintaining a positive image for the project. The outputs of this session shall be presented to the entire team at the start of work meeting.

C.3.3.2.5 Team Workshop - Phase I. In conjunction with the start of work meeting, the Government and Contractor teams shall participate in a Workshop that shall last no longer than one (1) day. The purpose of the meeting is to conduct team building between the Government and Contractor team members at a mutually agreed upon location, and establish lines of communication. Products of the meeting to include:

1. The ATWS Charter (mission statement, goals, and objectives);
2. The Joint ATWS Risk Management Plan, identifying specific program risk areas, with a risk mitigation plan and Government and Contractor action officers for each;
3. Conflict escalation procedure (identifies methods of elevating disagreements for resolution within the Government and Contractor organizations);
4. Alternative Dispute Resolution (ADR) approaches;
5. Metrics for accomplishments of objectives;
6. Reinforcement Techniques;
7. Clear identification of roles and responsibilities for the team members.

C.3.3.2.6 In-Process Program Review (IPPR) - Phase I & II. In Process Reviews (IPPR) will be held on a quarterly basis or as needed basis, at a date and location mutually agreed upon. The Government reserves the right to cancel any review or to require any review to be scheduled during the period of performance. The contractors progress, management, technical support services (if any), integrated logistics support, administrative, assurance of compliance with contract requirements, program status, funding, problem identification and resolutions shall be agenda items. Actual versus expected performance of each area shall be addressed. The contractor shall prepare presentation materials providing an overview of all agenda items.

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C.3.3.2.7 In-Process Design Review (IPDR) - Phase I. The Contractor shall conduct IPDRs at its facility or at a mutually agreeable subcontractor's facility on an every other month basis starting twenty (20) days after the Start of Work meeting. The purpose of these informal, working level meetings will be to assess the progress being made toward meeting the requirements of the P-Spec and this SOW to include ILS development. Topics which should be addressed at the IPDRs are the same as those covered in formal design reviews (PDR & CDR, reference C.3.3.3.2 and C.3.3.3.3). Duration of these meetings should not exceed two (2) working days. These meetings could be conducted via video-telecommunication if mutually agreeable to the Government and Contractor.

C.3.3.2.8 Contractor Coordination Efforts - Phase I. Within thirty (30) days after Critical Design Review (CDR) the Contractor shall meet, at a location that is mutually agreed upon, with PM-LAV and Marine Corps Logistics Command (MARCORLOGCOM), to discuss how best to coordinate Phase II installation training and support during depot installation of ATWS. The parties shall review the most efficient method to minimize schedule risk and maximize overall process efficiency. Within ninety (90) days after the meeting, the Contractor shall submit an updated process plan IAW CDRL A012 Installation Plan, (reference section C.3.0.6) reflecting agreements reached at the meeting. This document shall help the Government and the Contractor to perform initial forward planning for the installation phase. The Contractor shall continue to monitor this plan through Phase I, and provide any required modifications (based on the ongoing development effort) to the Government. Duration of this effort should not exceed five (5) working days.

C.3.3.2.9 Production Status Reviews - Phase II. The Contractor shall conduct a total of four (4) Production Reviews at its facility during Phase II. The Production Reviews shall last no more than one (1) day and will be attended by Government personnel. Production Status Review agenda shall include, current production schedule, any changes to current schedule, production risks, production dependencies, quality issues, and configuration changes.

C.3.3.2.10 Test Incident Report (TIR) Closeout Meeting. Reference section E.11.5 for TIR Closeout Meeting requirements.

C.3.3.2.11 PVT - Test Incident Report (TIR) Closeout Meeting. Reference section C.3.8.28 for PVT-TIR Closeout Meeting requirements.

C.3.3.3 Technical Reviews.

C.3.3.3.1 System Functional Review (SFR) - Phase I. The SFR is a multi-disciplined technical review to ensure that the ATMP can proceed into preliminary design and that all system requirements and functional performance requirements derived from the Performance Specifications are defined and are consistent with cost, schedule, risk, and other system constraints such as design constraints, developmental constraints, and resource constraints peculiar to the system developed by the Contractor. System Functional Review (SFR) shall also be included in the Start of Work meeting. The SFR presentation shall cover the following elements:

1. The system functional and performance requirements are traceable to the system design approach and the Technical Work Breakdown Structure.
2. Review to ensure that the allocated baseline requirements satisfy all system requirements and performance requirements,
3. Critical technologies, personnel, and processes have been identified and assessed,
4. The technical and programmatic risks are identified and the mitigation plans are acceptable,
5. Identify the Technical Performance Measures (TPM) and the tracking plan,
6. Establish government data rights and access to software documents,
7. Present a software development plan, identifying the development of new software and the integration of existing software,
8. Identify existing software documentation, and new software documentation to be developed,
9. Installation plan concept,
10. Contractor Integrated Test Plan.

C.3.3.3.2 Preliminary Design Review (PDR) - Phase I. The Contractor shall conduct a Preliminary Design Review (PDR). The Contractor will propose the date for PDR no later than 30 days after contract award, to take place not later than 180 days after contract award. The purpose of the PDR is to confirm the approach for System Detail Design (as an integrated composite of personnel, product, and process solutions) satisfies the functional baseline; risks are mitigated with closure plans for remaining risks demonstrating the required process; and the total system is ready for detailed design. The PDR will address and confirm that:

1. The process completely defines the system requirements for detailed design including that:
 - a. The design approach is balanced across cost, schedule, performance and risk for the lifecycle,
 - b. The systems physical architecture is an integrated design which satisfies the requirements including interoperability and interfaces,
 - c. An audit trail from the SFR is established with changes substantiated,
 - d. The systems design approach is consistent with test and evaluation results,
 - e. Risks are mitigated and remaining risks defined,
 - f. The allocated baselines for subsystems are defined.
2. The requirements allocation, design synthesis, and functional flow are indentified and trackable.
3. Configuration Items and Item Specifications are defined, final and traceable to the system specification.
4. Sufficient design and internal test has been accomplished to verify the completeness and achievability of the defined requirements.
5. The Producibility and manufacturing aspects of the system are being addressed during the design phase. The Contractor

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shall demonstrate that:

- a. Manufacturing engineering considerations are integral to the design process,
 - b. The proposed designs will be evaluated in make versus buy,
 - c. The program delivery schedules will be met,
 - d. Manufacturing planning is considered throughout the design phase.
6. Logistics development maintenance concept, lifecycle cost analysis, support equipment.
7. Software issues:
- a. Overall software structure to the Computer Software Component (CSC) level,
 - b. Functional flow showing how the System Requirements Specification (SRS) elements are allocated,
 - c. Control function descriptions that explain how the execution control of the CSCs will be accomplished,
 - d. Plans for testing the software.
8. Quality Assurance test, inspection and acceptance criteria.
9. Reliability, Availability, Maintainability.
10. Human Factors.
11. System Safety.
12. Adequate Staffing.

C.3.3.3.3 Critical Design Review (CDR) - Phase I. The Contractor shall conduct a Critical Design Review (CDR). The Contractor shall notify the Government 15 days prior to the proposed date. The proposed CDR date must be within 200 days after contract award. The purpose of the CDR is to demonstrate the system detailed design (as an integrated composite of people, product, and process solutions) is complete, meets requirements, and that the system is ready for fabrication and coding. The CDR will address and confirm that:

1. Issues for the system, functional areas, and subsystems are resolved,
2. The process completely defines system requirements including that:
 - a. The system is balanced across cost, schedule, performance and risk for the lifecycle,
 - b. The system physical architecture is an integrated detailed design including interoperability and interfaces,
 - c. An audit trail is presented with traces and substantiates any changes from the PDR,
 - d. The allocated baseline is finalized,
 - e. Adequate contractor tests have been completed to verify system requirements have been, or will be met.
 - f. The maintenance and sustainment design influences, to reflect the Condition Base Maintenance strategy, have been identified.
3. The system design compatibility with external interfaces has been established.
4. Software issues:
 - a. Description of the detailed design of the software, including data definitions, control flow, timing, sizing, and storage allocation,
 - b. Detailed characteristics of all interfaces. Lifecycle support considerations that include a description of the software tools and facilities used during development that will be required for software maintenance.
5. The producibility and manufacturing aspects of the system that were addressed during the design phase. The Contractor shall demonstrate that:
 - a. Manufacturing engineering considerations were integral to the design process,
 - b. The proposed designs were subject to make versus buy analyses,
 - c. The program delivery schedules will be met,
 - d. Make items have preliminary manufacturing routings, methods and inspection criteria established.
 - e. Purchased items with long lead times are on order or will be in support of program delivery schedules.
 - f. Ease of installation was considered during the design process and has been designed into the system.
6. Quality Assurance.
7. Reliability, Availability and Maintainability.
8. Human Factors.
9. System Safety.
10. Design Producibility within production budget.

C.3.3.3.4 System Verification Review - Phase I. The contractor shall participate in the System Verification Review (SVR) and have all reviews and reports available for the Government to review. The SVR is a multi-disciplined technical review to ensure that the ATMP can proceed into Full-Rate Production within cost, schedule, risk, and other system constraints.

C.3.3.3.5 Production Readiness Review (PRR) - Phase I. The Production Readiness Review (PRR) shall be performed to formally evaluate the contractor's production readiness, identify existing or projected manufacturing problems, and areas of risk. The contractor shall demonstrate progress in the following areas:

1. Attaining the program's production goals,
2. Resolving manufacturing problems (or that a plan for their resolution acceptable to the Government has been developed),
3. Mitigating all production risks.

The contractor shall show that the system design has included those key production factors (e.g., least cost, minimum time, manufacturing simplicity, flexibility, resource availability) necessary to assure the system can be acquired on schedule at minimum

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cost. The initial production readiness review shall be conducted at the contractor's facility. At the Governments discretion, follow-on production program reviews may be held quarterly at the contractors facility. The review dates shall be contractor-proposed, Government-approved, and incorporated into the program schedule. The agenda of the PRR shall include, as applicable:

1. A Manufacturing Program Review to include the overall manufacturing system and detailed factors such as: manufacturing organization, responsibilities, facilities and equipment, manufacturing methods, and production flow.
2. A status review of all production efforts for cost and schedule considerations.
3. A status review of manufacturing technology and other previously recommended actions to reduce cost, manufacturing risk, and industrial base concerns.
4. The identity of open production concerns which require additional direction or effort to minimize risk to the production program.
5. A status review of production engineering efforts, tooling and test equipment demonstrations, and proofing of new materials, processes, methods, special tooling, test equipment.
6. A status of the hazard list from Environment, Safety and Occupational Health (ESOH) analysis.
7. The status of long lead items for production, if any.

C.3.4 SYSTEMS ENGINEERING - PHASE I & II. The contractor shall establish and maintain an effective systems engineering program throughout the design, testing and production processes. The System Engineering Management Plan (SEMP) shall describe the contractors planned systems engineering approach to meeting the programs contract, objectives, and overall technical and management approach and shall be consistent with the content of the government System Engineering Plan. The SEMP shall be reviewed at the Start of Work Meeting and made available upon request by the Government. The SEMP shall address the following sub-sections:

C.3.4.1 Open Systems Design - Phase I. The contractor shall use an open systems approach as the preferred design strategy to: (1) choose commercially supported specifications and standards for selected system interfaces (external, internal, functional and physical), products, practices, and tools; and (2) build open system architectures as the primary foundation in developing the proposed system and its elements. Open systems is a system design philosophy that uses widely-accepted, industry-approved interface standards that will allow technological upgrades in system components to be easily inserted in the future. The contractor shall identify the means for ensuring conformance to open systems standards and profiles throughout the development process and provide evidence that the process being used to manage the open systems approach support open system benefits such as portability, interoperability, technology insertion, vendor independence, reusability, scalability, and commercial product based maintainability.

C.3.4.2 Requirements Traceability Matrix (RTM) - Phase I. The contractor shall develop and maintain a Requirements Traceability Matrix (RTM) that uniquely identifies program requirements to ensure that the requirements can be traced and verified through the design, build, test, and verification phases of development. RTM shall be delivered IAW CDRL A013 - Technical Report / Study Services (RTM).

C.3.4.3 Corrosion Prevention and Control - Phase I & II. The contractor shall develop a Corrosion Prevention and Control Plan (CPCP) that describes the specific measures to be implemented and presented at PDR for Government review. Updates to the CPCP shall be completed, as changes are made, and presented to the Government for review at CDR. The purpose of the CPCP is to document corrosion-related design decision and identify materials and corrosion control methods used to manufacture the ATWS. The plan shall address the techniques and processes to be applied in assuring that the products to be delivered will meet the requirements contained in the ATWS performance specification. Changes in materials, coatings, or corrosion prevention methods during the course of production shall be reflected in updated versions of the CPCP. The CPCP shall provide the following information:

1. A discussion of corrosion prevention techniques employed in design, including measures taken to minimize water collection and entrapment and collection of debris, mitigate corrosion in areas inaccessible to cleaning and maintenance, and prevent dissimilar metal contact.
2. Process instructions detailing application of coatings and other corrosion prevention compounds (if any). Process instructions should address personnel training and qualification, material inspection, surface preparation, and coating or compound application procedures.
3. Any test data developed by the ATWS manufacturer for coatings and materials.
4. Identification of coating and substrate combinations for which no testing was required or performed.
5. Recommended corrosion control-specific maintenance.
6. Quality assurance program provisions to address materiel control to ensure that the materials used in construction of the ATWS are as shown on engineering drawings; and in-process measurements (number, type, frequency, locations) to ensure compliance with process instructions developed under 2, above.

Changes in materials, coatings, or corrosion prevention methods during the course of production shall be reflected in updated versions of the CPCP.

C.3.4.4 Reliability, Availability, and Maintainability (RAM) - Phase I & II.

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C.3.4.4.1 Reliability and Maintainability Program. The contractor shall maintain a comprehensive Reliability and Maintainability (R&M) program to ensure the ATWS meets the R&M standards set forth in the performance specification. The design shall be monitored throughout the entire period of performance to identify and assess any changes which would impact reliability or maintainability. The contractor shall develop reliability analysis and predictions as necessary to ensure compliance with the performance specification. The program shall encompass all aspects of reliability with respect to design selection of components, predictions, and testing. If it is determined that an item is a consumable an analysis shall be performed at the next higher indenture level. The contractor shall maintain and make available to the Government all R&M data on any vendor or subcontractor supplied item and shall inform the Government of any part or component which will degrade system R&M requirements. The R&M program shall include the following tasks:

C.3.4.4.1.2 Reliability and Maintainability Program Plan. The Contractor shall submit a reliability plan with system and component level reliability, availability, and maintainability predictions. The reliability plan shall address reliability growth. The Reliability Plan shall be prepared IAW CDRL A014 Reliability and Maintainability Program Plan.

C.3.4.4.1.3 Reliability Guidance. The Contractor shall use sound reliability engineering principles as presented in MIL-HDBK-217, MIL-HDBK-189, MIL-HDBK-781, and MIL-HDBK-338. RAM discussions and tradeoffs shall be documented and presented at all design reviews.

C.3.4.4.1.4 Reliability Reporting. Reliability predictions shall be provided and presented at all Design Reviews by the contractor for the ATWS. Reliability prediction requirements shall be satisfied using existing field analytical or test data where possible. If insufficient reliability data exists, development equipment is selected, or modification to Commercial Off The Shelf (COTS) or a Non-Developmental Item. equipment will affect greater than 30% of the predicted failure rate items, then the contractor shall perform a new Reliability Prediction based on parts stress analysis.

If not specified in the equipment specification, reliability predictions shall be performed. MIL-HDBK-217, Notice 2 or commercial equivalent shall be used for the predictions. To support the prediction process, existing predictions or field data (preferred, if available) may be used provided that all assumptions employed are consistent. Pertinent information from other analyses shall be used as applicable. Justification of failure rates, other than those listed in MIL-HDBK-217, must be identified in the predictions. Failure rate justifications shall be based upon:

1. Similarity of individual part types (i.e. Logic, family construction, processes),
2. Screening requirements of database (i.e. less than or equal to proposed equipment),
3. Vintage of database (i.e. data no more than five (5) years old depending on part type),
4. Similarity of equipment usage environment.

C.3.4.4.1.5 Procedures and Controls. The contractor shall maintain procedures and controls which ensure products obtained from suppliers, vendors and subcontractors meet reliability requirements.

C.3.4.4.1.6 Reliability Predictions. The contractor shall provide reliability predictions based on a defined configuration baseline IAW CDRL A015 Reliability Prediction and Documentation of Supporting Data. Reliability data shall be predicted and/or adjusted to apply a Ground Mobile environment and shall account for end-user environmental conditions, including the affects of sun load conditions. System environmental parameters presented in the Performance Specification shall apply. De-rating criteria applied to calculations shall be detailed within the reliability report. Where equipment reliability history data exists, this data shall take precedence over predicted data and be adjusted accordingly to thermal and environmental characteristics. The predictions shall be provided to the lowest indenture level and updated each time design or mission profile changes significantly impact the ATWS. In the event where the system architecture provides redundant functional or physical capabilities, the reliability report shall separately summarize adjustments to the predictions and identify the Mission Reliability. The contractor shall prepare and deliver a top-down indentured reliability report to include the identification of the Mean Time Between Mission Failure (MTBOMF) for each maintenance-worthy item in addition to identification of the system MTBOMF using best commercial practices. Application of MIL-HDBK-217 as guidance is encouraged.

C.3.4.4.1.7 Failure Reporting, Analysis and Corrective Action System. The contractor shall develop a closed loop failure reporting system, with procedures for analysis of failures to determine the root cause, and documentation for recording corrective actions taken. The Failure Reporting, Analysis, and Corrective Action System (FRACAS) shall include uniform failure reporting, failure analysis reports and corrective actions. All hardware and software failures from system level down to the subassembly level shall be subject to these requirements throughout the testing period including production and integration testing, and during the post-production support period (to include warranty, depot and Contractor Logistics Support (CLS) period, as applicable). In the event where a failed item is returned subject to a Product Quality Deficiency Report (PQDR), traceability of the PQDR shall be integrated into the FRACAS. The contractor shall execute a single FRACAS database to encompass in-factory (testing) and in-field (post-production) failure reporting and shall be transferred to the Government upon conclusion of the period of performance. The contractor shall notify the Government of any failure impacting cost, schedule, producibility, supportability, and cost of ownership or interface and performance. All failures, critical and non-critical, shall be reported quarterly to the Government for review IAW CDRL A016 - Failure Summary and Analysis Report. All failures shall be categorized as in-field or in-factory failures. System operational hours (Elapsed Time Meter readings) shall be identified for each failure occurrence and included in the FRACAS data structure. The contractor shall assess the failure data for the identification of trends (5 or more failures of the same root cause) and identify those trends in the monthly report. Each FRACAS report shall identify the root cause, and detail the remedial action taken including parts replaced. The Government reserves the right to conduct a Failure Review Board (FRB) throughout the contracted period of performance. The contractor is encouraged to use MIL-HDBK-470 (Designing and

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Developing Maintainable products and Systems) as guidance.

C.3.4.4.1.8 Testability. The contractor shall develop and implement a Testability Program to ensure the ATWS is designed to provide the end-user and technicians assurance of system operation and ease in fault isolation. The Testability Program may be included with the Reliability and Maintainability Program.

C.3.4.5 Electromagnetic Interference Test Procedure. Prior to commencement of Electromagnetic Interference (EMI) testing IAW CDRL A045 Design Verification Test Plan (reference C.3.8.2), the contractor shall develop EMI test procedures that comply with the test procedures of MIL-STD-461 (Requirements for the Control of Electromagnetic Interference Characteristics of Subsystem and Equipment) to verify compliance with the EMI requirements of the integrated ATWS.

C.3.4.5.1 Electromagnetic Interference Test Report. The contractor shall prepare an Electromagnetic Interference (EMI) Test Report IAW A047 Design Verification Test Report (reference C.3.8.5) documenting the compliance of ATWS EMI requirements of the contract specification. The contractor shall also discuss in the test report the resolution(s) and EMI fix(s) for all of the EMI performance requirements for which the integrated ATWS was not in compliance. Additional testing and analysis of the resolution(s) and EMI Fix(s) shall be conducted to verify that the proposed resolution(s) is/are compliant to the EMI requirements.

C.3.4.6 Quality Assurance Program. The Quality Assurance Program requirements are described in section E.

C.3.4.7 Human Systems Integration (HSI) / Manpower & Personnel Integration (Manprint).

C.3.4.7.1 Human Systems Integration. The Contractor shall address the human systems elements and follow MIL-STD-1472 and MIL-HDBK-759 to the maximum extent practicable during design and development of all the ATWS system and sub-system configuration and integration.

C.3.4.7.2 Human Factors Analysis. The Contractor shall conduct a Human Factors Analysis of the deliverable ATWS and submit a technical report of the crew and maintainers functionality and task loading. The analysis shall include evaluations of the crew and maintainers; space claim, head clearance, ingress and egress, task loading, operation and maintenance of all controls and displays, the operation of the integrated ATWS system, and the operations of all hatches and systems affected by the ATWS integration. Delivery of the Human Factors Analysis and format shall be IAW CDRL A019 Scientific and Technical Reports (HFA).

C.3.4.7.3 Human Engineering Test Plan. The contractor shall document proposed testing to demonstrate that the personnel-equipment and software combination can accomplish the intended operations and Condition Based Maintenance Plus (CBM+) and shall be delivered IAW CDRL A020 Human Engineering Test Plan. This plan serves as a means of planning for validating human performance requirements, accuracy of personnel selection, adequacy of training and acceptability of design of the personnel-equipment and software interface.

C.3.4.7.4 Human Engineering Test Report. The contractor shall conduct testing under realistic conditions with representative operators to verify that the system will meet requirements IAW CDRL A021 Human Engineering Test Report. Testing shall be conducted to verify operator and maintainers tasks can be reliably completed within constraints to meet mission requirements and maintenance over the systems lifecycle. The contractor shall provide evidence that the human-system interface requirements for the habitability, operation, maintenance, training and support of the system have been met. The contractor shall describe the principal means of assessing the compatibility of the human performance requirements, personnel selection criteria, training program, and design of the equipment and software interfaces. The contractor shall provide sufficient information to determine whether and to what level or standard(s) each trained individual can perform in the specified sequence all assigned systems tasks, to determine whether and to what extent each individual's performance is affected by equipment configuration, the performance of other system personnel, or both; and to assess the impact of the measured human performance on the attainment of task, task group, and mission requirements.

C.3.4.7.5 Critical Task Analysis Report. The contractor shall conduct a critical task analysis. The analysis shall identify and document critical tasks for operators, maintainers, and support personnel. The contractor shall provide the results of the analysis IAW CDRL A022 - Critical Task Analysis Report. Tasks with a direct impact on or correlation to total system performance must be identified. Frequently completed or performed tasks and those with a large manpower component shall also be included. The report shall identify who is to perform the operator and maintenance related tasks. The report will identify whether the creation of Source, Maintenance, and Recoverability (SMR) codes are needed or if they can be derived from existing SMR codes. The Analysis results should be coordinated with training material, approaches, and methods.

C.3.4.8 Producibility. The contractor shall apply effective producibility principles during the ATWS design and integration process to ensure that the production units will be easy to manufacture using the anticipated production facilities, equipment, materials, manpower, and processes. The producibility planning effort shall also maximize the ease of production control, quality control, tooling and inspection. The contractor shall report on the progress of this effort during the PDR, CDR, and PRR and make any data created available to the Government upon request.

C.3.5 ENVIRONMENT, SAFETY AND OCCUPATIONAL HEALTH.

C.3.5.1 System Safety Program Plan (SSPP). The contractor shall create and maintain a Systems Safety Program Plan (SSPP) IAW CDRL A023 System Safety Program Plan and the System Safety Program Guidance, Attachment 0018. The contractor shall identify and evaluate environmental, safety, and health hazards, define risk levels, and establish a program that manages the probability and severity of all

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hazards associated with development, use, and disposal of the system in accordance with MIL-STD-882. All risks will be evaluated by the Government in accordance with MIL-STD-882 and accepted as appropriate prior to exposing people, equipment, or the environment to known system related Environment, Safety, and Occupational Health (ESOH) risks. As part of the SSPP the contractor shall provide the Government with an assessment of applicable Environment, Safety and Occupational Health (ESOH) laws and regulations, identifying all non-compliances. The contractor must identify all explosive safety risks as such in the system safety documentation.

C.3.5.2 General Requirements. The Contractor shall comply with the Occupational Safety and Health Administration (OSHA) regulation and applicable state and local regulation. The Contractor shall identify the general procedures for disposition and disposal of hazardous waste generated for this effort. The Contractor shall comply with the applicable federal, state and local statutes and regulation relating to protection of the environment and public safety and health. Environmentally preferable, recycled, or recovered materials shall be used to the maximum extent possible in the procurement or manufacture of unique parts provided that the material meets or exceeds the operational and maintenance requirements of the ATWS and the FOLAV.

C.3.5.3 Safety Assessment Report Phase I & II. The Contractor shall prepare a Safety Assessment Report (SAR) that identifies all potential and actual safety and health hazards associated with the integrated ATWS. The SAR shall include a description and evaluation of each hazard and the actions identified for mitigation of the associated risks. Hazard risks shall be evaluated by severity and probability of occurrence before and after mitigation in accordance with MIL-STD-882 and the System Safety Program Guidance (Attachment 0018). The SAR shall be submitted in Contractor format IAW CDRL A024 Safety Assessment Report (SAR). The SAR shall:

1. Briefly describe the ATWS and its components including software as well as other impacted vehicle changes with the ATWS integrated into the LAV-ATA2.
2. Provide general physical characteristics of the system and components and describe how the software works in the system. Use photos, diagrams, sketches or drawings as necessary.
3. Identify all safety features of the hardware, software, system design and inherent hazards.
4. Establish special procedures and/or precautions to be observed by Government test agencies and system operators and maintainers to ensure the safety of personnel and property.
5. Summarize the safety criteria and methods used to classify and rank hazards.
6. Summarize results of tests and analyses used to identify hazards. Include results of tests conducted to validate safety criteria or requirements.
7. Identify hazards that still pose a risk to users, and actions that have been taken to reduce this risk.
8. Categorize hazards as to whether they may be expected to occur under normal or abnormal use.
9. Annotate any hazardous material generated or used in the system. Provide the appropriate procedures and precautions for packaging, handling, storage, use, transportation and disposal of the material. Include explosive hazard classifications.
10. Include applicable Material Safety Data Sheets as attachments.
11. Identify all reference or source documents used to prepare the report.
12. A signed statement from the Contractor indicating that identified hazards have been controlled or eliminated and the system is ready for operation and test.

C.3.5.4 Safety Assessment Report (SAR) Update Phase I and Phase II. In the event the vehicle system is modified or procedural changes are made during Phase I and Phase II, the Contractor shall update the SAR to reflect those modifications or changes. The Contractor shall submit an updated SAR IAW CDRL A024 Safety Assessment Report (reference C.3.5.3).

C.3.5.5 System Safety Hazard Analysis Report. The contractor shall perform and document a Subsystem Hazard Analysis (SSHA) to identify hazards and assess the risks associated with the components or subsystems and the interfaces between components of subsystems. The SSHA shall be in Contractor format and suitable for developing the System Hazard Analysis (SHA). The contractor shall perform and document a System Hazard Analysis (SHA) to identify hazards and assess the risks of the total system design, including software, batteries, and subsystem interfaces, and the ATWS as integrated. The SHA shall verify system compliance with safety requirements contained in system specifications; identify previously unidentified hazards associated with the subsystem interfaces and system functional faults; and recommend actions necessary to eliminate identified hazards and/or control their associated risk to acceptable levels. The SHA shall include any selected hazards, hazardous areas, or other specific items to be examined or excluded. The contractor shall provide a System Safety Hazard Analysis Report IAW CDRL A025 System Safety Hazard Analysis Report to the Government and identify any residual hazards that require Government acceptance.

C.3.5.6 Operating and Support Hazard Analysis Report. The contractor shall perform and document an Operating and Support Hazard Analysis (O&SHA) to evaluate activities for hazards or risks introduced into the system by operational and support procedures and to evaluate adequacy of operational and support procedures used to eliminate, control or abate identified hazards or risks. The O&SHA shall document system safety assessment of procedures involved in system production, deployment, installation, assembly, test, operation, maintenance, servicing, transportation, storage, modification, demilitarization, and disposal. The O&SHA shall include the minimum hazard probability and severity, following the procedures in MIL-STD-882 for reporting thresholds and the specific procedures to be evaluated. The contractor shall provide an Operating and Support Hazard Analysis (O&SHA) report to the Government IAW CDRL A026 Technical Report Study / Services.

C.3.5.7 Health Hazard Assessment. The Contractor shall perform and document a Health Hazard Assessment to identify health and environmental hazards and to recommend engineering controls, equipment, and/or protective procedures, to reduce the associated risk to an acceptable level. A health hazard is defined as an existing or likely condition, inherent to the operation, maintenance, transport,

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storage or use of material or equipment, that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel. As part of this effort, the Contractor shall:

1. Perform analyses to determine if materials cause adverse effects in living creatures.
2. Determine if materials pose a present or future threat to the environment.
3. Identify if materials cause damage to equipment or property during the life cycle of the system.
4. Evaluate and recommend alternative materials that reduce risk levels. Cost considerations shall be part of the evaluation.
5. Determine if hazardous wastes are generated and identify controls.

C.3.5.7.1 Health Hazard Considerations. Items to be assessed during the Health Hazard Assessment referenced in C.3.5.7 include:

1. Automotive issues (e.g., stability, braking, handling).
2. Fire protection issues (e.g., AFSS concentration and coverage).
3. Toxic fumes (e.g., engine exhaust, weapons firing).
4. Noise levels (e.g., steady-state, drive-by, impulse).
5. Whole body vibration (e.g., Occupants exposure during vehicle movement).
6. Musculoskeletal Trauma (Lift and carry of heavy objects).
7. Weapons characteristics (e.g., blast overexposure, misfire, procedures, cook off, safety mechanisms, and weapon/vehicle integration).
8. Ammunition storage.
9. Operators devices/procedures to ensure safe operation.
10. Analyses and tests conducted with quantities involved to demonstrate safety.
11. Sharp edges or pinch hazards that may come into play when operating or servicing the vehicle.

C.3.5.7.2 Health Hazard Assessment Report / Updates (HHAR) (Phase I and Phase II). The HHAR shall be submitted in Contractor format IAW CDRL A027 Health Hazard Assessment Report. The data for this report shall be collected from the ATWS upgraded vehicle the Contractor submits for Government testing. HHAR updates shall be submitted in Contractor format IAW CDRL A027 Health Hazard Assessment Report as configuration changes occur. The Contractor in its report shall:

1. Identify, describe and discuss each potential or actual health hazard issue. Include whether the hazard may be expected to occur under normal or unusual operating, maintenance or storage conditions.
2. Recommend actions to eliminate, reduce or control each actual or potential health hazard described.
3. Identify hazardous materials by chemical name, common or trade name, NSN (if applicable), physical form and manufacturer or supplier.
4. Annotate where in the system or equipment hazardous materials are used.
5. Identify the conditions under which hazardous materials pose a health threat.
6. Recommend disposal actions for each identified hazardous material.
7. List all source materials and references used for preparing the report.

C.3.5.7.3 Hazard Log. The Contractor shall document and track all hazards from identification until the hazard is eliminated or the associated risk is reduced to a level acceptable to the Government. A central file or document called a Hazard Log (HL) shall be maintained for the life of the contract and shall include all hazards identified through testing and other analyses IAW Severity Categories and Probability Levels provided in System Safety Program Guidance (Attachment 0017). The Hazard Log shall be presented at each monthly In-Process Design Review (reference C.3.3.2.7). During the first review, the Contractor shall present the complete Hazard Log. At subsequent reviews, the Contractor need only report on changes, updates, or closeout actions since the previous review. The Hazard Log shall contain:

1. A description of each hazard, to include cause, possible effect, and hazard category,
2. Status of each hazard,
3. Traceability of the resolution action on each hazard, from the time the hazard was identified to the time the risk associated with the hazard was reduced to a level acceptable to the Government,
4. All hazards identified through testing and other analyses.

C.3.5.8 System Safety Working Group (SSWG) - Phase I and Phase II. The SSWG is a chartered advisory group dedicated to addressing safety issues and supporting the Government's System Safety Manager. The primary function of the SSWG is to ensure all safety issues and identified hazards are adequately addressed, to ensure the safe, manned operation of the ATWS upgraded LAV vehicles during Government testing and fielding of the weapon system. The Contractor, major Subcontractors as defined by Section L.6.4.1.1.2, and the Government are active, participating members. At least one Contractor representative shall attend each SSWG. The Government will chair the meetings. The meetings shall be held at mutually agreed upon times and places. The SSWG may address any issues related to environmental, system safety, and occupational health. Contractor tasks at an SSWG meeting include:

1. Reviewing safety program status.
2. Summarizing hazard analysis.
3. Presenting incident assessments for system mishaps or malfunctions.
4. Presenting status of assigned actions.

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5. Identifying safety deficiencies.

C.3.5.9 Hazardous Materials Management Program and Pollution Prevention. The contractor shall implement a Hazardous Materials Management Program (HMMP) and Pollution Prevention (P2) in accordance with NAS 411. The contractor shall avoid the use of toxic chemicals, hazardous materials, and ozone depleting substances (ODS) in the design, operational support and disposal of the ATWS where possible. The HMMP shall establish a process to manage all requirements for asbestos, radioactive materials, cadmium, hexavalent chromium, and extremely toxic or hazardous materials in design, in all phases of the life cycle. In some cases, the only acceptable management process may be total elimination of the requirement. The use of Class I or Class II Ozone Depleting Chemicals (ODCs) is prohibited in the design or operational support of the system without specific written approval of the contracting officer. More information on chemicals and hazardous materials to be avoided can be obtained from the Environmental Protection Agency (EPA).

C.3.5.9.1 Hazardous Materials Management Program and Pollution Prevention Plan. The contractor shall provide a Hazardous Materials Management Program (HMMP) and Pollution Prevention (P2) Plan to be reviewed by the Government at the Start of Work Meeting. The HMMP&P2 Plan shall define the contractor's approach to assure that consideration is given throughout all acquisition phases of the system; hazardous materials and processes associated with each contract hardware deliverable item are selectively identified and evaluated based on environmental and health concerns; and hazardous material elimination, minimization, or control are considered and detailed in the system design and the manufacturing process.

C.3.5.9.2 Hazardous Materials Management Program and Pollution Prevention Plan Report. The contractor shall provide a Hazardous Materials Management Program (HMMP) and Pollution Prevention (P2) Plan Report IAW CDRL A028 Hazardous Material Management Program and Pollution Prevention Plan Report to the Government for review and approval. The HMMP&P2 Plan shall define the contractor's approach to assure that consideration is given throughout all acquisition phases of the system; hazardous materials and processes associated with each contract hardware deliverable item are selectively identified and evaluated based on environmental and health concerns; and hazardous material elimination, minimization, or control are considered and detailed in the system design and the manufacturing process.

C.3.5.10 Environmental Assessment - Phase I. The Contractor shall provide information to support the Government generation of National Environmental Policy Act (NEPA) decision (in the preparation of formal NEPA documents, which include Categorical Exclusion (CATEX), Record of Environmental Consideration (REC), EA, or Environmental Impact Statement (EIS)). The information provided by the Contractor will be used to assess the potential environmental impacts of developing, integrating and testing of the ATWS. The results shall be submitted in Contractor format IAW CDRL A029 Technical Report Study/Services. The assessment shall contain an analysis of the possible impacts that the upgrades may have on the environment (personnel, wildlife, atmosphere, water, vegetation, and soil) while it is being operated, transported, or stored. The Contractor shall include in the assessment all hazardous and toxic wastes generated.

C.3.5.11 Environmental Assessment Updates Phase II. In order to support US Government Phase II, the contractor shall supply updates to the information required in Phase I (reference C.3.5.10), concentrating on Government testing, production, production verification testing, fielding support, and disposal. Updates shall be submitted IAW CDRL A029 Technical Report Study/Services as change pages to the original submittal.

C.3.6 CONFIGURATION MANAGEMENT (CM)

C.3.6.1 Configuration Management Program. The Contractor shall establish a CM program defining the management system for configuration identification, configuration control, accountability for configuration changes and configuration audits. The Contractor's CM program shall be defined in a configuration management plan. The Configuration Management Plan shall be provided and approved IAW CDRL A030 Configuration Management Plan (CMP). The principles contained in EIA-649 and MIL-HDBK-61 may be used for guidance. The CM program shall include the process for the control of all hardware and software configuration documentation, media and parts representing or comprising the ATWS. The contractor's CM program shall consist of configuration identification, configuration control, configuration status accounting, and configuration audits. The contractor shall designate a CM representative to serve as a primary point of contact to the Government for all CM matters. The contractor's representative shall be responsible for any subcontractor's CM efforts. The contractor shall notify the Government of any changes at the contractor's facility, which affect the contractor's established CM program.

C.3.6.1.2 Baseline Management. The contractor shall be responsible for maintaining the currency and accuracy of the established baseline to ensure form, fit, function and interface of the ATWS. The contractor shall establish definitive processes, which identify how the baseline will be managed and maintained. These processes shall be defined in the contractor's configuration management plan and made available for Government review.

C.3.6.1.3 Engineering Release System. The contractor shall maintain an engineering release system and shall use the system to issue configuration documentation to functional activities (e.g. manufacturing, logistics, quality control, and engineering) and to authorize the use of configuration documentation associated with an approved configuration. The contractor shall maintain current and historical engineering release information for all configuration documentation for the ATWS. The contractor shall submit an Engineering Release Record (ERR) IAW CDRL A031 - Engineering Release Record (ERR) to release new or revised configuration documentation to the Government for approval. The contractor shall ensure all Government approved ERR information and documentation is reflected in the Configuration Status Accounting (CSA) database.

C.3.6.1.4 Configuration Identification Phase I & II. The contractor shall participate in a joint Government and contractor team to designate configuration items (CIs) to be managed by the Government and those to be managed by the contractor at a lower level or tier.

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If there is a question, disagreement or dispute as to which Configuration Items are to be managed by the contractor, the Government shall have the authority to decide which items are to be managed by the contractor. The Government will retain configuration management of the LAV-ATA2 automotive hull. For those CIs that have been identified for Government control, the contractor shall provide form, fit, function, and interface documentation necessary for configuration status accounting. The government shall approve the list of contractor CIs IAW CDRL A032 Configuration Identification List. The contractor shall establish management practices for those lower level or tier CIs including the MITAS. The contractor shall establish a database that records and maintains configuration baselines. The CI data shall identify the current approved baseline by:

1. Document number and Document type.
2. CAGE code.
3. Revision Level.
4. Nomenclature.
5. Drawing size.
6. Indentured breakdown of parts, which display a parent to child relationship, to include quantity. The breakdown shall only pertain to CI documents under Government configuration control.

C.3.6.1.5 Allocated Baseline. The contractor shall be responsible to develop and present for government approval the Allocated Baseline (ABL). The ABL will be presented at the Preliminary Design Review [PDR] IAW CDRL A033 Baseline Description. The ABL shall include specifications and drawings, as necessary to specify: (1) the essential CI functional characteristics; (2) external and internal interface requirements for each CI; (3) physical characteristics necessary to ensure compatibility with associated systems and CI's; (4) constraints on the design of a CI, including the GFE LAV-ATA2 automotive hull and MITAS employed, envelope dimensions, component standardization and ILS requirements; and (5) integration components required to integrate the ATWS into the LAV-ATA2 automotive hull. The output of the PDR will be an approved ABL demonstrating that the system requirements presented in the ATWS Performance Specification have been allocated to hardware, software and human subsystems.

C.3.6.1.6 Initial Product Baseline. The contractor shall establish the initial product baseline and present for review and approval by the government NLT the Critical Design Review [CDR]. The Initial Product baseline establishes the detailed design documentation (Item Detail Specifications) IAW CDRL A033 Baseline Description for each CI, including any software changes and upgrades. Upon government approval of the Initial Product Baseline, changes to the IPBL will require government approval under the formal guidelines found in Paragraph 3.6.2.1 of this document.

C.3.6.1.7 Final Product Baseline. The contractor shall establish the Final Product Baseline IAW CDRL A033 Baseline Description by the successful completion and Government acceptance of the Physical Configuration Audit (PCA), which describes all the necessary functional and physical characteristics of the ATWS to include all verifications required to demonstrate that the ATWS meets all required performance specifications. The PCA shall be conducted at the Contractor's or subcontractor's site on a Government selected candidate of the finalized ATWS after completion of IOT&E. The contractor shall make changes to the product baseline only through the Engineering Change Proposal (ECP) process detailed in Paragraph 3.6.2.1.

C.3.6.2 Configuration Control. The contractor shall implement configuration control methods and procedures, which maintain the integrity and traceability of an established baseline. Changes to established baselines, subsequent to the Initial Product Baseline, shall only be made after Government approval of Engineering Change Proposals (ECP) IAW CDRL A034 Engineering Change Proposals (ECP) and Request for Deviation (RFD) IAW CDRL A035 Request for Deviation (RFD). Sufficient supporting data to evaluate the proposed change, such as drawings, supplemental drawings, sketches, specifications, or manufacturer's data sheets, shall be submitted with ECP's and RFD's. Changes shall be identified to the affected assembly serial number, or if not part of an assembly, to the affected equipment serial number. The contractor's configuration control process shall be available for Government review. Upon establishment of the initial product baseline, the Contractor shall document all changes to the CI through Engineering Change Proposals (ECP) or Request for Deviation (RFD) via the MEARS described in Attachment 0005. Electronic delivery of ECPs and RFD under MEARS requires a minimum completion of mandatory fields on electronic form.

C.3.6.2.1 Engineering Changes Phases I and II. Upon approval of the Initial Product Baseline, the Contractor shall document and track engineering changes and deviations using formal Engineering Change Requests that will be evaluated by the PM LAV Change Control Board (CCB) for acceptance or instruction for further action. Engineering Change Proposals (ECP) shall be submitted by the contractor, and shall be limited to those, which are necessary or offer significant benefit to the Government. MIL-HDBK-61 provides guidance concerning the classification of ECPs.

The contractor shall provide Class I ECPs for formal Government approval by PM LAV and Class II ECPs for information. Class I ECPs are defined as those affecting form, fit, or function of the CIs and CSCIs jointly agreed upon according to Paragraph 3.9.3 Configuration Identification. Class I ECPs will be submitted to the government under the guidelines presented IAW CDRL A034 Engineering Change Proposals (ECP) (reference C.3.6.2.1).

Class I ECPs shall be submitted when changes are required to:

1. Correct deficiencies.
2. Add or modify interface or interoperability requirements.
3. Make a significant and measurable effectiveness change in the operational capabilities or logistics supportability of the

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system.

4. Effect substantial life cycle costs and associated savings.
5. Prevent slippage in an approved production schedule.

Class I ECPs shall contain the following information:

1. Date prepared,
2. Originator,
3. ECP Classification,
4. ECP Number,
5. Reason for change,
6. System designation (nomenclature, model, P/N),
7. Name of part (or lowest assembly) affected to include part numbers,
8. Baselines affected (to include drawings, specifications, CAGE, revision level, etc.),
9. Title of change,
10. Description of change,
11. Effect on interfaces (Interchangeability and Interoperability),
12. Total costs savings,
13. Retrofit information,
14. Ozone Depleting Substances,
15. Impact on any engineering disciplines (such as quality, environmental, safety, health, reliability, maintainability),
16. Justification for change,
17. Priority of change,
18. Impacts to any logistics support elements (such as software, manuals, spares, tools) being utilized by Government personnel in support of the product; and Alternatives evaluated or considered.

Class II ECPs are defined as engineering changes that do not affect the form, fit, or function of the CIs and Computer Software Configuration Item (CSCI) or pertain to lower level CIs. Class II ECPs shall be submitted by the contractor to the PM-LAV for approval for those engineering changes, which impacts none of the factors listed above. Class II ECPs will be submitted to the program Defence Contract Management Agency (DCMA) representative and a copy furnished to PM-LAV for concurrence of classification under the guidelines presented IAW CDRL A034 Engineering Change Proposals (ECP).

C.3.6.2.1.1 ECP I Priority. Class I ECPs shall have a Contractor assigned priority code on it. The priority code shall be used in determining the relative speed at which an ECP is to be reviewed by the Government. The priorities for the ECPs shall be Emergency (E), Urgent (U), and Routine (R). Once a problem that requires a configuration change has been identified to, or by, the Contractor, monthly status on the development of the solution shall be provided until the formal ECP has been submitted. The status of solution shall be sent to PM-LAV IAW CDRL A034 Engineering Change Proposals (ECP).

C.3.6.2.1.2 Class II ECPs and Requests for Deviation (RFD) Priority. Class II ECPs and Request for Deviation (RFD) shall be submitted as appropriate IAW (CDRL A034 and CDRL A035) electronic via the MEARS. Both require Government approval. The Government is allowed fifteen (15) days for review. The Contractor shall resubmit any Class II ECPs or RFDs as Class I ECPs, when directed by the Government. Submission of those reclassified configuration changes to Class I ECPs shall also be via MEARS.

C.3.6.2.1.3 ECP-RRPL-MI Relationship. Through an ECP the contractor shall identify any changes to the Recommended Repair Parts List (RRPL) (reference C.3.12.6) as well as the Modification Instructions (MI) (reference C. 3.12.5). The ECP shall identify the date by which the Government needs to contract for the acquisition of the initial spare parts related to the ECP in order to acquire Production Prices. Draft Modification Instructions (MI) shall be submitted with the ECP for information only and will not be judged by the Government for acceptability. If the Government approves the ECP, a final MI may be required. If required, a final MI shall be delivered thirty (30) days after contract modification.

C.3.6.2.1.4 ECP System Training. The Government will provide initial, limited training on the MEARS system if requested by the Contractor. The Contractor shall provide the Government thirty (30) days advance notice if training is required.

C.3.6.2.2 Requests for Deviation. The contractor shall process Requests for Deviation (RFD) IAW CDRL A035 Request for Deviation (reference C.3.6.2) from current approved configuration documentation. Authorized deviations are a temporary departure from the requirements and do not constitute a change in an approved baseline. Submission of recurring deviations is discouraged and shall be minimized. Where it is determined that a change should be permanent, the contractor shall process an Engineering Change Proposal. MIL-HDBK-61 provides guidance concerning the classification of RFDs. The RFD shall contain the following information:

1. Date prepared,
2. Originator,
3. RFD Classification (critical, major or minor),
4. Designation for deviation (model or type, CAGE code, system designation, and deviation number),
5. Class of deviation,
6. Part Number affected,

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7. Cost and price data,
8. Effectivity,
9. Description of deviation,
10. Need for deviation,
11. Effect on delivery schedule,
12. Recommended corrective action,
13. Alternatives evaluated.

C.3.6.2.3 Notices of Revision. The contractor shall generate and submit Notices of Revision (NOR) IAW CDRL A034 Engineering Change Proposals (ECP) concurrently with Engineering Change Proposals (ECPs) when technical documentation controlled by another contractor or Government agency requires changes following approval of an ECP. The NOR shall contain the following information:

1. Date,
2. CAGE code,
3. NOR number,
4. Document number,
5. Title of document,
6. Revision letter (current and new), related ECP number,
7. Configuration item (or system) to which ECP applies,
8. Description of revision.

C.3.6.2.4 Notification of Changes to Commercial Equipment and Software. The contractor shall submit notification to the Government when changes occur to commercial equipment or software, which is being procured or fabricated by the contractor off-the-shelf, and the Government does not control the developers design. The contractor shall submit a change notice to the Government implementing any Class 2 ECPs and the Government will approve or disapprove the class designation of the ECP IAW CDRL A034 Engineering Change Proposals (ECP).

C.3.6.3 Configuration Status Accounting Phase I and II. The contractor shall establish and maintain a Configuration Status Accounting (CSA) database, which represents the configuration of the ATWS. The CSA database shall provide the following data:

1. Identification of the currently approved configuration baseline.
2. Status of all proposed configuration changes and the affectivity point of all approved configuration changes.
3. Reconciliation of any difference between the supplier information and contractor practices.
4. Historical data on the evolution of the configuration baseline.
5. A Configuration Status Accounting and Engineering Report (CSA&ER) IAW CDRL A036 - Configuration Status Accounting Information.
6. The status of all Class I and II ECPs and Requests for Deviation shall be included in the CSA&ER. The Government may request a CSA&ER no more than quarterly, up to the date of last vehicle modification.

The CSA&E and ER shall be prepared and delivered IAW CDRL A036 and CDRL A031 Engineering Release Record.

C.3.6.3.1 Configuration Status Accounting Serialized Tracking. The contractor shall utilize the CSA database to record the serial numbers for primary components of the ATMP delivered to the Government. The contractor shall maintain the information that allows traceability of vendor assigned serial numbers to the USMC ATMP Serial number or IUID. The contractors CSA database shall include the following data elements:

- a. USMC Serial Number or IUID
- b. Vendor Part Number or CAGE Code
- c. Vendor Serial Number
- d. Serialized Part Nomenclature
- e. Date of Report

C.3.6.4 Configuration Management Meetings/Audits.

C.3.6.4.1 Interface Control Working Group. The contractor shall coordinate and participant in the Interface Control Working Group (ICWG) established to address ATWS interfaces to the vehicle system. The ICWG will meet, as necessary, to resolve any interface problems. Meetings shall be held in conjunction with other reviews, if possible. Interface activities of the ATWS shall include the following interfaces between the LAV-AT hull (Legacy and New Build) and the ATWS:

- Mechanical
- Electrical
- Hydraulic
- Pneumatic
- Software

C.3.6.4.2 Functional Configuration Audit (FCA). The Functional Configuration Audit (FCA) shall be performed to verify the ATWS and its

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configuration items (CIs) are accurate, complete, and compatible, and the CI has achieved the performance and functional characteristics delineated in the Performance Specification. The Government and the contractor shall conduct the FCA jointly, with the government acting as chair. The contractor shall provide an approach and proposed schedule for conducting the FCA and identification of the CIs/CSCIs to be audited. The contractor shall participate and assist the Government in the development of the FCA, using the guidelines contained in MIL-HDBK-61, section 8. The contractor shall be responsible for providing the system to be audited, facilities, personnel and documentation (including drawings). The contractor shall develop a configuration audit summary report after each audit. The contractor shall correct all audit discrepancies as documented in the configuration audit summary reports IAW CDRL A037 - Configuration Audit Summary Report (Functional). The functional baseline will be validated upon completion of the FCA and resolution of audit discrepancies.

C.3.6.4.3 Physical Configuration Audit (PCA). The Government and the contractor shall conduct the PCA jointly with the Government chairing the audit on the ATWS items (i.e. components, assemblies, and sub-assemblies). The PCA will audit component interfaces with the vehicle. The PCA shall be the formal examination of the as-built configuration of the government selected item against its design documentation. The PCA shall be conducted at the Contractor's or subcontractor's site on a selected candidate(s) of the EMD assets refurbished after completion of IOT&E. The PCA plan, as described in 3.6.4.3.2 below, will be used as the basis for the audit(s). The Government will initially audit no more than 25% of the entire PCA candidates. In order for the Contractor to pass the audit, 95% of audited items must be acceptable at the first attempt. Acceptable is defined as the as-built hardware matches the design documentation (drawing). If the contractor passes the audit, the Contractor shall correct the remaining identified deficiencies. If the Contractor does NOT pass the audit, the Contractor shall review the entire ATWS TDP and make all necessary corrections to ensure that the as-built hardware matches the drawings. The Government reserves the right to perform additional audits if the first audit is unsuccessful until a 95% level is achieved. Successful completion of the PCA will establish the Final Product Baseline.

C.3.6.4.3.1 PCA Support. The Contractor shall provide the necessary materials, tools and resources to effectively support the PCA. The Prime Contractor may have its vendors available at the PCA.

C.3.6.4.3.2 PCA Plan and Indented Bills of Material (IBOM). The Contractor shall prepare and deliver an ATWS PCA Plan IAW CDRL A038 - PCA Plan. The PCA Plan shall be used as a basis for conducting the audit. The Contractor shall ensure that all documentation identified in the PCA Plan to conduct the PCA(s) is available at the start of the PCA. The PCA will be performed on one of the refurbished ATWS.

C.3.6.4.4 Indented Bill of Material (IBOM). As part of the PCA plan the Contractor shall also deliver to the Government an Indented Bill of Material (IBOM). The IBOM shall represent all ATWS items. The list shall constitute the PCA Candidates List. This IBOM shall be prepared in Contractor format. The IBOM shall contain item number, item name, description, and quantity. The IBOM shall be prepared in indented level sequence for the ATWS in the LAV-ATA2 IAW CDRL A039 - Indented Bill of Material.

C.3.6.4.5 Summarized Bill of Material (SBOM). This SBOM shall be prepared in Contractor format. The SBOM shall contain item number, item name, item description, the revision date of the specified item, the revision number of the specified item, and the total quantity per item for the ATWS program. The SBOM shall be organized in alpha-numeric order. Prepare and deliver IAW CDRL A040 - Summarized Bill of Material.

C.3.6.5 Parts Management Program. The contractor shall establish and maintain a Parts Management Program that will ensure the use of parts that meet contractual requirements, reduce proliferation of parts through standardization and enhance equipment reliability and supportability, and proactively manage obsolescence. The procedures, planning and all other documentation media and data that define the Parts Control Program and the parts selected for use shall be made available to the Government for its review and use.

C.3.7 ENGINEERING DRAWINGS.

C.3.7.1 Technical Data Package. The Contractor shall deliver an Unlimited Rights Production Level Technical Data Package (TDP) for items that are developed exclusively at Government expense under this contract. The Contractor shall deliver a limited rights Production Level TDP for items previously developed at the Contractors expense. The limited rights Technical Data would be limited to uses internal to the Government, in accordance with DFARS 252.227-7013, and will not be released to competitors or other Contractors, absent contractor consent. The TDP shall conform to the standards found in MIL-STD-31000 and associated documents.

The TDP shall include all technical data (drawings, models, specification, standards, and interface control documents) pertaining to the modification component drawings and component models required to integrate an ATWS into the LAV ATA2 hull, including all interface devices, interface cables and interface weldments. All hull modifications shall require approval of the Interface Control Working Group (ICWG).

The TDP shall include a full Three Dimensional or Two Dimensional (3D/2D) model for every configuration item developed at Government expense IAW CDRL A041 Technical Data Package(TDP). The TDP shall be in the contractors native format, and be fully parametric and capable of generating 2-Dimensional drawings. The 3D model of the ATWS top assembly shall include the following mass properties: mass, center of gravity, and the moment of inertia information about all axis of rotation, with and without loaded missiles. The TDP data shall also be provided in Standard for the Exchange of Product model data (STEP) format. All 2D drawings shall be taken from the 3D model.

The TDP shall include limited design disclosure models, as defined by MIL-STD-31000, for subcomponents that do not require complete design disclosure (such as a COTS and NDI), a 3D model of the subcomponent shall be provided that show the assembly and configuration of

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the end items. The subcomponents 3D model need not be fully defined, but shall be sufficient to provide adequate visualization, interface characteristics, accurate weight and center of gravity information (i.e. cosmetic model).

The contractor shall disclose and deliver the form, fit, and function information, necessary for operation, maintenance, installation and training of all Configuration Items (CI) for the purpose of provisioning replacement parts, facilitating emergency repair, updating the vehicle TDP, and to allow for future upgrades to the vehicle and technical manuals or new builds.

The contractor shall submit Interface Control Documents (ICD) of the ATWS top assembly and each of the major Line Replaceable Units (LRU) used in the ATWS and its sub-assemblies. Each ICD shall include electrical, hydraulic, pneumatic, and software interface features IAW CDRL A042 Interface Control Document.

The TDP shall include parts lists, Bills of Materials, and specifications of the components. As part of the TDP, the contractor shall provide an indentured parts list as follows:

1. A sequence of both part numbers and associated drawing numbers comprising the end item in a lateral and descending family tree or top down breakdown.
2. A top down breakdown of the end item including all lower level items, listing every assembly, subassembly and part.
3. Every item listed in its relationship to the end item, subassembly, assembly or system of which it is a part.
4. A relationship as shown by means of physical indenture or numeric sequence, with the indenture indicating that the item is a part of the preceding item.

Vendor item catalog sheets may be provided for vendor items defined as consumable. Vendor catalog sheets shall be provided as ancillary drawings. The drawing shall contain CAGE Code, vendor part number or other identifying alpha-numeric information required to purchase the item for replacement purposes.

C.3.7.2 Engineering Drawings. The Contractor shall develop complete product engineering drawings and associated lists package in accordance with ASME 14.24M, ASME Y14.34.M, and ASME Y14.100. These drawings shall include assembly and detail drawings down to the piece part. Control drawings shall be developed for all commercial off the shelf, non-developmental items, and items developed exclusively at private expense. These control drawings shall provide the applicable performance specification form, fit, and function, necessary for operation, maintenance, installation, and training, information of that item or an interchangeable item. The contractor shall deliver engineering drawings IAW CDRL A043 Engineering Drawings.

C.3.7.3 IUID Requirements.

C.3.7.3.1 Sample IUID Tags. In addition to the requirements at DFARS 252.211-7003, The contractor shall provide one complete set of IUID tags representing each item to be marked in the procurement, in order to give the the Government an opportunity to ensure the marks are being placed IAW the Department of Defense Guide to Item Unique Identification Quality Assurance v1.0 November 20, 2009.

C.3.7.3.2 Pedigree Data. The contractor shall provide to PMLAV the same pedigree data (CDRL A006- Pedigree Data) that is required to be reported to the UID Registry.

C.3.7.4 Diminishing Manufacturing Sources and Material Shortages (DMSMS). The contractor shall identify the parts planned to be used as well as those used in the ATWS at all indentured levels. The data may be obtained progressively during any program life cycle phase using sources such as the preferred parts list, Bill of Materials (BOM), vendor surveys and inspections. The information documented at the part level shall be updated as the design progresses or changes and be sufficient to enable forecasting and management of any associated DMSMS issues. In addition the Contractor shall document and deliver a risk assessment identifying potential obsolescence items, impacts of shortage of rare earth materials, and the risk associated with each IAW CDRL A044 Source Data for Forecasting DMSMS.

C.3.8 TESTING/VERIFICATION.

C.3.8.1 Text and Evaluation Requirements DVT. The Contractor shall conduct Developmental Verification Testing (DVT) to verify the performance of the ATWS design. Test plans and results of any tests performed by the Contractor to verify ATWS performance shall be made available to the Government at Design Reviews (ref. IPDR, PDR, CDR).

C.3.8.1.1 Test and Evaluation Requirements DT/OT. During Phase I, the four (4) ATWS turrets will be installed on LAV-ATA2 chassis by the Contractor at the Contractors facility. The Government will conduct Developmental Testing (DT) on a maximum of three (3) ATWS per the requirements specified in Section E, paragraph E.7, E.11 of this contract. The Government will conduct Operational Testing on three (3) ATWS turrets per the requirements specified in Section E, paragraph E.11 of this contract. The remaining vehicle will be used to support Integrated Logistics Support (ILS) efforts at the Contractor's facility.

C.3.8.2 Design Verification Test (DVT) Plan. The contractor shall prepare a Test Plan (TP) IAW CDRL A045 DVT Test Plan for Design Verification Testing (DVT) that encompasses all component, sub-system and system level testing. The TP shall be the top-level working document that ties all contractor and subcontracting test activities together. The following areas shall be emphasized in the test plan:

- a. Test event,

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- b. Purpose of the test,
- c. Date of test start and end,
- d. Location of the test,
- e. Need for Government test support, especially laboratories and facilities,
- f. Overall schedule of individual tests,
- g. Interoperability analysis and testing.

The TP shall be provided to the Contracting Officer thirty (30) days prior to execution of any Design Verification testing for review, comment and acceptance.

C.3.8.2.1 Reliability Testing and Reports. As part of the test plan the contractor shall include reliability testing using MIL-HDBK-781 as a guide. Summary reports and a final report shall be provided to the Government. Summary reports shall also be submitted when significant problems are encountered, which prevent reliability data from being attained IAW CDRL A046 Reliability Test Report.

C.3.8.3 DVT Test Execution Notification. The Contractor shall notify the Contracting Officer via email, five (5) work days prior to executing any of the planned Design Verification Test.

C.3.8.4 Design Verification Test Readiness Review. The contractor shall conduct a Test Readiness Review (TRR) approximately fifteen (15) days prior to the start of the DVT. The purpose of the TRR is for the contractor to conduct a formal review of the contractors readiness for testing. Results of the TRR shall be documented and be made available to the Government fourteen (14) days after completion. Emphasis shall be placed on design maturity using engineering analysis.

C.3.8.5 Design Verification Test Report. The Contractor shall provide the Government with a copy of all Design Verification Test results in one consolidated report in accordance with CDRL A047 Design Verification Test Report.

C.3.8.5.1 KPP/ KSA Failure Reporting. During DVT, The Government shall be notified of any Key Performance Parameter (KPP) or Key System Attribute (KSA) that failed (or is failing) to achieve the allocated threshold. KPP "failures" shall be reported within 24 hours and KSA's within five (5) days. Both shall be followed up in writing in the form of a report IAW CDRL A048 KPP/KSA Failure Reporting .

C.3.8.6 Government Facilities for Design Verification Testing (DVT). If required by the contractor in the Test Plan, the contractor shall notify the Government of the need for Government test facilities in order to conduct testing. Government test facilities, such as laboratories shall be requested well in advance of their need. The DoD Major Range and Test Facilities Base (MRTFB) may be used to the maximum extent possible for assistance in requesting test facilities. The Government will provide space as required for secured storage of system support items and for office facilities. The Government will also provide an office that will have furniture, electrical hookups, and a telephone line hookup.

C.3.8.7 Quality Conformance Inspection & Test Procedures (QCI&TP). The Contractor shall perform QCI&TPs of all the ATWS turrets that are used for training or test upon receipt of the ATWS at the training and test site. Prior to the commencement of DT the Contractor or Government shall conduct another QCI&TP of the integrated ATWS and integration components. If an ATWS component is missing or requires replacement, the Contractor shall obtain a replacement and install it. Time to conduct the QCI&TP and to condition the integrated ATWS as operational shall not exceed eight (8) hours per vehicle.

C.3.8.8 Developmental Test Readiness Review. The contractor shall conduct a Test Readiness Review (TRR), at their facility, approximately thirty (30) days prior to the start of the Developmental Test. The purpose of the TRR is for the contractor to conduct a formal review of the contractors readiness for testing. Results of the TRR shall be documented and be made available to the Government five (5) day prior to the start of testing. Emphasis shall be placed on system requirements using Design Verification Test results. All open system deficiencies and their planned corrective action dates will be addressed as part of the Test Readiness Review presentation.

C.3.8.9 Developmental and Operational Test Training. The Contractor shall provide training for the ATWS Developmental Test (DT) and Operational Test (OT): The training will include operator and maintenance training encompassing troubleshooting procedures to the Line Replaceable Unit (LRU) level and remove and replace procedures tasked for organizational level mechanics. The operator training will also include instruction in crew Preventative Maintenance Checks and Services (PMCS). The Training course material shall be in Contractor format and shall be sufficient to support operator and maintenance training. Training course materials content shall be IAW USMC System Approach to Training (SAT) Manual. Courses shall include safety and hazardous instructions. Separate classes are required for DT and OT and shall be completed, for all students within two (2) weeks prior to the start of DT or IOT&E event. The number of students will not exceed twenty-five (25) for either DT or IOT&E training classes.

C.3.8.10 Contractor Support to Government Testing. The Contractor shall provide field service representatives (FSR) to support DT at all test sites for the duration of each test performed per the requirements of Section E, paragraph E.11.6 of this contract. For IOT&E, the Contractor shall be available for on- or off-site technical assistance as required within 24-hours. Interaction with the IOT&E Team is at the discretion of the Government. Contractor shall provide the following support for ATWS testing (Section E):

1. System support for on-vehicle components,
2. QCI&TP (see 3.8.7),
3. Service Support.

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The Contractor shall provide capable and knowledgeable personnel to support the USMC with on-vehicle maintenance of the ATWS components. The Contractor FSR shall be available to assist during the entire USMC maintenance workday (not to exceed 12 hrs). No maintenance will be performed on weekends unless specifically approved by the Contract Officer Representative (COR).

C.3.8.11 Government Facilities for Developmental Testing (DT). The Government will provide space as required at the DT site(s) for secured storage of system support items and for office facilities. The Government will also provide an office that will have furniture, electrical hookups, and a telephone line hookup.

C.3.8.12 DT-System Support. The Contractor shall provide system support for LAV ATWS DT. System support is defined as providing any required support related to the ATWS configuration for on-vehicle components as well as the integration of the ATWS. The Contractor shall ensure that all replacement parts are available at the test site or delivered within forty-eight (48) hours of notification. The Contractor shall also provide Technical Manuals (TM) applicable to the ATWS for all tests that include all ATWS operations and remove and replace maintenance procedures. The Government will provide LAV General Mechanics tools and one set of SL-3 tools, excluding weapons, for each ATWS test site location as GFE. The Contractor shall also provide TMs applicable to the ATWS for all tests that include all ATWS operations and remove and replace maintenance procedures.

C.3.8.12.1 Spare/Repair Parts (DT System Support Package). The Contractor shall identify and provide a system support package of spare and repair parts and Line Replaceable Units (LRU) in sufficient numbers to the test sites for DT.

C.3.8.13 DT - Test Deficiencies. The Contractor shall be responsible to investigate, and provide a Failure Analysis Corrective Action Response (FACAR) to all Test Incident Reports (TIRs) submitted by the Government as a result of DT per the requirements of Section E, paragraph E.11.8 (inclusive) IAW CDRL A049 Failure Analysis Corrective Action Response (FACAR). The Contractor shall also be responsible for the correction of all deficiencies (Hardware & Software) identified during DT per paragraph E.11.8.3.3 and E.11.8.3.4 of this contract.

C.3.8.14 OT - System Support. The Contractor shall provide system support for three (3) LAV ATWSs during OT as requested by the Government. System support is defined as providing any required support related to the ATWS configuration for on-vehicle components as well as the integration of the ATWS. The Contractor shall provide all unique tools to support the on-vehicle maintenance as well as off vehicle maintenance of the ATWS that is to be performed during IOT&E by the USMC. The Contractor shall ensure that all replacement parts are available at the test site within 48 hours of notification. The Contractor shall also provide TMs applicable to the ATWS for all tests that include, as a minimum, all ATWS operations and remove/replace maintenance procedures.

C.3.8.14.1 Spare/Repair Parts (OT System Support Package). The Contractor shall identify and provide a system support package of spare/repair parts and Line Replaceable Units (LRU) in sufficient numbers to the test sites for OT.

C.3.8.15 OT - Test Deficiencies. The Contractor shall be responsible to investigate, and provide a Failure Analysis Corrective Action Response (FACAR) to all Test Incident Reports (TIRs) submitted by PM-LAV as a result of IOT&E per the requirements of Section E, paragraph E.11.8 (inclusive) and IAW CDRL A049 Failure Analysis Corrective Action Response (FACAR). The Contractor shall also be responsible for the correction of all deficiencies (Hardware & Software) identified during OT per paragraph E.11.8.3.3 and E.11.8.3.4 of this contract.

C.3.8.16 Test Integrated Process Team (TIPT) Meeting. The Government will conduct regularly scheduled Test Integrated Process Team (TIPT) meetings until the start of each test (reference Section E.11.3).

C.3.8.17 Scoring and Assessment Conferences. The Contractor shall attend all Scoring and Assessment Conferences scheduled by the Government in support of all DT and OT efforts (reference Section E. 11.4 & E.11.5).

C.3.8.18 Refurbishment of Phase I (EDM) ATWS. Upon completion of DT/OT the contractor shall refurbish each ATWS used during testing IAW the requirements specified in Section E, paragraph E.12.

C.3.8.19 First Article Test (FAT) Requirements. Final acceptance of the ATWS shall be obtained upon successful FAT. FAT consists of satisfactory completion of a First Product Turret (ATWS) Inspection (FPTI), Reference C.3.8.20 and the satisfactory completion of Product Verification Testing (PVT), Reference C.3.8.21. Section E, paragraph E.14 (inclusive) provides the detailed requirements for FAT.

C.3.8.20 First Production Turret (ATWS) Inspection (FPTI). FPTI shall be conducted by the Contractor at the Contractor's facilities per the requirements of Section E, paragraph E.15 (inclusive) and the FPTI requirements of the ATWS Performance Specification (Attachment 0001). The Contractor shall be required to correct all deficiencies discovered during FPTI and submit a final report IAW CDRL A050 First Production Turret (ATWS) Inspection Report, to the Government for conditional acceptance (Section E.15.2 15.4). Upon satisfactory completion of FPTI, the First Production Turret shall be retained at the Contractor's facility as the manufacturing standard (Section E.15.5).

C.3.8.21 Production Verification Testing (PVT). After successful completion of FPTI the Government shall select two (2) ATWS from the first lot produced and subject them to PVT. PVT shall be performed per the requirements of Section E, paragraph E.16 (inclusive) and the

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ATWS Performance Specification (Attachment 0001).

C.3.8.22 PVT Contractor Test Support. The Contractor shall provide field service representatives (FSR) to support PVT at all test sites for the duration of each test performed per the requirements of Section E, paragraph E.16.5 of this contract. Contractor shall provide the following support for ATWS testing (Section E):

1. System support for on-vehicle ATWS components,
2. QCI&TP (for part 2) (reference Section E, paragraph E.4),
3. Field Service Support.

The Contractor shall provide capable and knowledgeable personnel to support the USMC with on-vehicle maintenance of the ATWS components. The Contractor FSR shall be available to assist during the entire USMC maintenance workday (not to exceed 12 hrs). No maintenance will be performed on weekends unless specifically approved by the Contract Officer Representative (COR).

C.3.8.23 PVT Government Facilities. The Government will provide space as required at the PVT site(s) for secured storage of system support items and for office facilities for use by the Contractor FSR. The Government will also provide an office that will have furniture, electrical hookups, and a telephone line hookup.

C.3.8.24 PVT System Support. The Contractor shall provide system support for LAV ATWS PVT (reference Section E, paragraph E.16.5). System support is defined as providing any required support related to the ATWS configuration for on-vehicle components as well as the integration of the ATWS. The Contractor shall ensure that all replacement parts are available at the test site within 48 hours of notification. The Contractor shall also provide Technical Manuals (TM) applicable to the ATWS for all tests that include all ATWS operations and remove and replace maintenance procedures. The Government will provide LAV General Mechanics tools and one set of SL-3 tools (excluding weapons or communication equipment tools) for each ATWS test site location as GFE. The Contractor shall also provide TMs applicable to the ATWS for all tests that include all ATWS operations and remove and replace maintenance procedures.

C.3.8.25 PVT - Spare/Repair Parts. The Contractor shall be responsible for providing a system support package of spare and repair parts to the PVT test site. Spare and repair parts for the initial provisioning of the ATWS shall be supplied under the first production option and delivered ten (10) days prior to PVT.

C.3.8.26 PVT Spare/Repair Parts for Test Support. The Contractor shall, for the support of PVT, identify and provide those parts and Line Replaceable Units (LRU) in sufficient numbers to support PVT. The list shall be provided at Production Readiness Review. The Contractor shall ensure that any replacement part not in the system support package at any test site is available at the test site within forty-eight (48) hours of notification.

C.3.8.27 PVT Scoring and Assessment Conferences. The Contractor shall attend all Scoring and Assessment Conferences scheduled throughout and at the conclusion of PVT (Section E.16.5).

C.3.8.28 PVT Test Incident Report (TIR) Closeout Meeting. Upon conclusion of PVT, the Government shall hold a TIR Closeout meeting per Section E, paragraph E. 11.5 to determine the status and action required to close all remaining open TIRs.

C.3.8.29 PVT Refurbishment. Upon completion of PVT, the Contractor may be required to refurbish each ATWS used during PVT IAW the requirements specified in Section E, paragraph E.17.1.

C.3.8.30 PVT - Test Deficiencies. The Contractor shall be required to investigate, and provide a Failure Analysis Corrective Action Response (FACAR) to all Test Incident Reports (TIRs) submitted by the Government for response as per Section E, paragraph E.16.5.1 and E.11.8 IAW CDRL A049 - Failure Analysis Corrective Action Response (FACAR). The Contractor shall also be responsible for the correction of all deficiencies (Hardware & Software) identified during PVT per paragraph E.16.4 and E.16.4.1 of this contract.

C.3.9 INTEGRATED LOGISTIC SUPPORT.

C.3.9.1 ATWS Integrated Logistic Support (ILS) Program Overview. The contractor shall plan and conduct an Integrated Logistics Support (ILS) program, which shall govern the management of the ILS effort. The ILS effort shall be conducted as an integral part of the development and integration process to define the range and depth of the required support, and address all applicable and related elements of logistics. The objectives of ILS are to optimize material readiness; provide cost effective logistics support; and identify and evaluate resources required to develop, acquire, manage, and maintain and sustain the ATWS.

C.3.9.2 ILS Management Team/Integrated Product Team. A joint Government/contractor ILS Management Team/Integrated Product Team (ILSMT/IPT) shall be established to monitor the status of the ILS program implementation. The ILSMT/IPT shall provide a means for coordinating logistic matters, schedules and SOW performance, ensuring adequacy and timeliness of Government inputs and action, and assisting the Government ILS manager in discharging their responsibilities. The Government will appoint the chairperson of the ILSMT/IPT. Sub-teams or committees may be established as necessary to monitor such program elements as tests or demonstrations.

C.3.9.3 ILSMT/IPT Meetings. On the average of once every two (2) months, the joint ILSMT/IPT shall meet to review ILS program progress. The meetings shall be scheduled to coincide with assigned deliveries of the formal and informal logistics documentation items

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and assemblies being reviewed. The purpose of these meetings is to provide a forum to review the logistics data. The meetings will address these 11 Logistic Elements:

1. Condition Based Maintenance and Maintenance planning.
2. Reliability Centered Maintenance (RCM) analysis.
3. Supply support and provisioning.
4. Test Equipment and Equipment support.
5. Manpower and personnel.
6. Training and training support.
7. Technical data (manuals and drawings) and configuration management (CM).
8. Computer Resources support.
9. Facilities.
10. Packaging, Handling, Storage and Transportation (PHS&T).
11. Design Interface.

The meetings shall be held at times and places mutually agreed to by the Government and contractor. In addition, the agenda shall provide for status reporting, analysis of problem areas, evaluation of schedules and proposed changes to the ILS program. Each open agenda item shall have a completion date and the action officer responsible shall provide the status at subsequent meetings. ILSMT/IPT meetings shall normally be conducted in conjunction with IPR's.

C.3.9.4 Integrated Logistics Support Process. The contractor shall have a documented ILS process that identifies how the ILS elements will be used to meet the logistics support requirements for the ATWS. The ILS process shall also assign responsibilities and establish milestones for executing the ILS program. The contractor shall describe the process, involving both the Government and the contractor, which shall be employed in planning, developing, and acquiring the logistics resources for test support and operational support at all specified maintenance levels. The ILS process shall ensure the ATWS, when fielded, will satisfy all supportability criteria. The contractor shall review and update the Integrated Support Plan (ISP), reference C.3.14.5 to reflect changes emanating from program changes, reviews and other actions affecting the logistics aspects of the program. The contractor's program and process shall be available for Government review, upon request.

C.3.9.5 Notification of Tools Required for Logistics Demonstrations/Meetings/Reviews. The Government will provide a General Mechanics tool kit. The Contractor shall notify the Government of common tools required for ILS development that are not contained in the GFP tool kits NLT thirty (30) days prior to each Logistics Review. The Government will make every effort to acquire the required common tools for the Contractor prior to the Logistics Review. If the Government cannot provide the common tool, the Contractor shall submit a cost proposal to the Government for approval prior to acquiring the tools. The Contractor shall not delay its ILS development because a common or special tool is not available. The Contractor shall supply all unique and special tools and Test Measurement and Diagnostic Equipment (TMDE) necessary to support the logistics reviews. If a given unique tool or TMDE has a unit price greater than \$5,000, the Contractor shall obtain permission from the Government to procure it.

C.3.9.6 Integrated Support Plan (ISP). The Contractor shall develop and update the Integrated Support Plan (ISP) for the ATWS system to support a 95% system Operational Availability. The contractor shall develop and update the ISP for the continued management and execution of the ILS strategy of 3 Level maintenance, Organizational Level to Field Level to Sustainment Level, for the LAV sub-systems. For definition to be used in assigning these Levels of Maintenance, see Attachment 0008. The ISP shall include an interim support plan that identifies all requirements and addresses the Integrated Logistics Support (ILS) concerns until IOC or stand-up of ATWS I-Level repair capability. The ISP shall address field support for all ILS elements and ensure each of these is in place to support first Operational Testing (OT). Provisioning planning shall also be addressed in the ISP.

C.3.9.7 Maintenance Planning. The contractor shall conduct maintenance planning using Condition Based Maintenance Plus to define optimal maintenance activities which fully support the ATWS maintenance concept. The Contractor shall conduct a LORA and a Reliability Centered Maintenance Analysis IAW SAE-JA1011/1012, NAVAIR 00-25-403. Design influence for maintenance planning and ease of maintenance shall be affected. The maintenance concept for the ATWS is defined below.

C.3.9.8 Logistics Data Development. The Contractor shall develop logistics management information (LMI) data that is supported by the Contractor engineering design efforts. MIL-PRF-49506 may be used as guidance. The Contractor shall establish an ATWS logistics database that is consistent with the USMC Maintenance Concept (Attachment 0009). The ATWS database shall contain: tools, parts, components, bulk items, indenture levels, Source Maintenance Recoverability (SMR) Codes, Military Occupational Skills (MOS), and maintenance times to perform each task. Additional database requirements may be identified at the Start of Work Meeting.

C.3.9.8.1 Management of Logistics Data. The Contractor shall maintain and update its logistics documentation. Each update shall be considered as new data for purposes of review, approval, and delivery. Data shall be updated to reflect changes in support requirements resulting from logistics support improvements or corrections resulting from a Government or Contractor analysis of testing data.

C.3.9.8.2 Military Occupational Specialties (MOS). The Contractor shall use existing USMC LAV MOSs when identifying the appropriate MOS for operating and maintaining LAV ATWS. All operation and maintenance procedure must be able to be performed by the capabilities of the existing MOSs. A copy of the USMC Military Occupational Specialties (MCO P1200.7S) is provided in Attachment 0010.

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C.3.9.9 Supportability Demonstration (SD). During Phase I, the contractor shall plan and conduct a Supportability Demonstration (SD) to identify any needed improvements to materiel design for improved supportability and reduced life-cycle cost. The Contractor shall notify the Government ten (10) days prior to execution of the demonstration(s) and provide for Government participation. The contractor shall perform all work necessary to develop, fabricate and deliver the System Support Package that will be evaluated during the SD. Operator and maintenance personnel performing the SD will be trained and equipped as specified by the logistic concept being tested and will be representative of personnel described in the target audience description. For the SD, the Contractor shall also make available the applicable ATWS components, spare/repair parts, common tools and special tools, TMDE, support equipment, consumable items not bulk items that were identified during the Contractor's logistics development. The SD will be performed to evaluate the achievement of the following:

1. Maintainability goals: Review the design to verify achievement of maintainability goals and to identify supportability deficiencies.
2. Verification of ATWS data: Review of data to ensure it is consistent with the logistics strategy and the Marine Corp Maintenance Concept.
3. Preplanned Product Improvement (P3I): Identification of needed improvements to materiel design for improved supportability and reduced life-cycle cost.
4. System Support Package (SSP): Evaluate the preliminary SSP to include the interface of TMDE and other support equipment with the end item.
5. System safety: Review the design to ensure identification of operation and maintenance hazards, and confirm the safety of all procedures and tasks.
6. Equipment publications: Review and verify the draft equipment publications to include:
 - a. Test Measurement Diagnostic Equipment (TMDE) Bill of Materials (BOM). A listing of tools and Test Measurement Diagnostic Equipment (TMDE) required for each operational task and/or maintenance task according to its applicable echelon. The Contractor shall identify the tools as either special or common. Special tools are those not currently available to the USMC (list provided as GFI). The Contractor shall provide a cost estimate and Procurement Lead Time (PLT) for procurement of the special tools in the quantity required for the applicable maintenance echelons.
 - b. Fault diagnosis and calibration procedures: Confirm fault diagnosis procedures and testability using Built-in test/built-in test equipment (BIT/BITE), Automatic Test Equipment (ATE) and software programs, and external TMDE.
 - c. Maintenance tasks and procedures: Confirm the calibration procedures, maintenance tasks and repair and replacement procedures through the removal and replacement of the component parts for the system, system TMDE, and support equipment.
 - d. Technical Manuals and Illustrations: Verify all technical manuals and illustrations match actual equipment configuration and interfaces as well as proper sequencing for disassembly and assembly procedures.
7. Task and skill requirements: Perform Maintenance Task Analysis (MTA) and validation summary to include confirmation and demonstration of task and skill requirements for operator and maintenance personnel by level of maintenance.
8. Provisioning and Cataloging. Review and verify provisioning data, drawings, sketching to ensure part numbers and nomenclatures, to include the system in a top-down breakdown structure, are in adequate detail for cataloging in DoD inventory systems. The system shall include all interface hardware.
9. Maintenance time standards: Confirm maintenance time standards for maintenance functions through performance of the task by properly trained military maintenance personnel and verify maintenance manpower and personnel requirements.
10. Training curriculum: Training curriculum verification.

C.3.9.10 Supportability Demonstration Plan. The contractor shall develop and submit a joint SD Plan IAW CDRL A051 Test Procedure (SD). The SD Plan shall contain the Government and contractor cooperative plans and procedures for a combined demonstration of the logistic supportability of the system. The SD plan shall contain a statement of demonstration objectives and the qualitative and quantitative requirements to be demonstrated. The contents of the plan shall contain a description of the demonstration conditions. The following areas shall be addressed:

1. A listing of tasks to be demonstrated to accomplish the requirements specified in the System Demonstration (SD) (Reference C.3.13.7).
2. Demonstration conditions including the following:
 - a. The principal operating modes, operating time and cycling conditions to be imposed.
 - b. A description of the demonstration facilities and instrumentation requirements, including location.
 - c. The mode of operation during the demonstration considering configuration and mission requirements.
 - d. Demonstration constraints such as manpower (by number and skill level), test equipment and their relationship to the eventual use of the items.
 - e. Demonstration of firmware and software update conditions to be imposed as part of system support.
3. The types and quantities of equipment and materials to be used including Government Furnished Equipment (GFE).
4. The maintenance concept.
5. Schedule of events.
6. Provisions for a pre-demonstration phase to prepare facilities, personnel and equipment for the formal demonstration.
7. Expected results, including the following:
 - a. The method to be used to report test levels.
 - b. The data expected from each test along with the recording methodology and definition of ILS data elements to be

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collected.

c. Analytical methods and calculation procedures to be used to analyze demonstration data.

d. The criteria for classifying demonstration results as successes or failures. Definition of failure must relate to expected symptoms, which will be observed by operators and maintenance personnel.

8. The plan of action to be used when demonstration failures occur.

C.3.9.11 Supportability Demonstration Test Report. The contractor shall develop and submit a SD test report IAW CDRL A052 Test Inspection Report (SD) documenting the results of the SD. The contractor shall provide a hotwash or quick look report immediately following the SD to the program office in addition to the official final SD test report.

C.3.9.12 Test Measurement and Diagnostic Equipment. As applicable, the Contractor shall develop Test Program Sets (TPS) and utilize the Marine Coprs Virtual Instruemnt Protoble Electronic Repair / Tester (VIPER-T) test set to support ATWS if the trouble shooting and diagnostic capabilities is beyond the capability of the system BIT/BITE (Built-in Test / Built-in Test Equipment). The AN/USM-717(V) 3 VIPER/T EOVS will be the general-purpose test equipment that forms the basis of Field Level maintenance for electronic subassemblies, optics and lasers associated with the ATWS. The Contractor shall develop TPS with the necessary software and hardware required to interface with and test turret electronic and optical subassemblies utilizing the VIPER/T-EOV. After evaluating VIPER/T EOVS test capabilities against the test requirements for ATWS system subassemblies, the Contractor shall provide detailed pricing and outline its approach for the development of TPS. The Government will provide two (2) VIPER/T EOVS systems as GFE to the Contractor along with technical data for the system as required to support TPS development. The Contractor shall reference the TPS in applicable ATWS test and troubleshooting procedures:

1. Properly test, during DVT, the TPS against the ATWS components, and ensure that the resulting diagnostic software, interfacing hardware and test and troubleshooting procedures are validated.

2. Deliver two (2) prototype TPS (hardware, software, and/or firmware) and hardcopies of the test and troubleshooting procedures IAW CDRL A053 Manuals, Technical: Troubleshooting Procedures along with BIT/BITE fault codes listing to a Government-designated test site NLT fourteen (14) days prior to DT and IOT&E.

C.3.9.13 Training Program Plan (TPP). The Contractor shall provide a Plan of Action and Milestones (POA&M) for the training program as a portion of, and in accordance with, CDRL A054 Technical and Management Work Plan (ATWS Training Program Plan). The POA&M shall identify proposed course dates, proposed Critical Task Analysis dates, proposed 30%, 60%, and 100% review dates, and delivery dates for draft and final training materials. All training material deliveries shall include a current state copy of the systems Technical and Operator Manuals.

C.3.9.13.1 Training Program Progress Reports. The Contractor shall develop Training Program Progress Reports IAW CDRL A055 Program Progress Report. The Contractor shall provide Training Program Progress Reports to inform the Government on matters related to design and development of training materials and planning for training events per the Contract. The Contractor shall use the Government-approved Technical Management Plan of Action and Milestones (POA&M) for the training program proposed in the Training Program Plan (TPP) to identify training dates and delivery dates of draft and final training materials. Progress on this POA&M must be included in the Program Progress Reports. The Contractor shall include the status on all training materials, a list of problem areas encountered and solutions or alternatives proposed or executed, and expenditures to date in each report. The Contractor shall provide samples of training materials under development for the Governments inspection as required per the schedule identified and accepted in the Training Program Plan (TPP). The Contractor shall prepare in contractor format the Training Program Progress Reports.

C.3.9.13.2 Training Courses. The training courses will consist of lectures, demonstrations, practical application, and evaluation.

C.3.9.13.3 Operator Training. The course shall be designed for LAV-AT Operators, covering complete operation (capabilities, limitations, interfaces, attachment and detachment procedures) and safety of the vehicle, armor kit(s), correct use of equipment, SL-3, before, during, and after weekly and monthly operations Preventive Maintenance Checks and Services (PMCS), troubleshooting, and tools used for operator maintenance tasks. The training shall be consistent with the procedures established in the appropriate LAV-AT technical manual. Upon completion of instruction, the contractor shall conduct a written test and performance (hands-on) test for each operator trainee.

C.3.9.13.4 Maintainer Training. The course shall be designed for maintainers (mechanics) of the LAV-AT, covering minimal operation characteristics, Field Level PMCS, TMDE utilized for diagnostics, troubleshooting, and repair and replacement of equipment components to include sub-system, unique control systems, and installation of the armor kit(s). The training shall be consistent with procedures established in the appropriate LAV-AT technical manual. Upon completion of instruction, the contractor shall conduct a written test and performance (hands-on) test for each maintainer trainee or small group of trainees.

C.3.9.13.5 Training Material Development. The Contractor shall develop the LAV-AT Operator and Maintainer (Mechanic) training courses using Contractor-developed training materials. No classified information shall be included in the training materials. Materials submitted shall not conflict with the content of the LAV-AT technical manuals. Training materials shall be developed at the tenth (10th) grade reading and comprehension level. The training courses will consist of lectures, demonstrations, practical application, and evaluation. Operator training shall be structured to provide no more than 30% classroom (lecture) and 70% practical application (hands-on) on equipment. Maintainer training shall be structured to provide no more than 40% classroom (lecture) and 60% practical application (hands-on) on equipment. Training course class sizes shall be no more than twenty-five (25) students. The student to instructor ratio

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shall be no more 25:1 for lectures, 5:1 for practical application hands-on training, and 1:1 for practical exercises. The training material will be developed to accommodate a forty (40) hours in length, five (5) eight-hour day course. The Training course material shall be in Contractor format and shall be sufficient to support operator and maintenance training. Training course materials content shall be IAW USMC System Approach to Training (SAT) Manual. The contractor shall be responsible for providing all training course material to the students.

C.3.9.13.6 Training Program Structure Documentation (Curriculum) Development. The contractor shall develop the Training Program Structure Documentation (Curriculum Outline of Instruction) IAW CDRL A056 Training Program Structure Documentation. The outline shall identify the ATWS (Operator and Maintainer) training class schedule of events and include a breakdown of individual topics showing the learning objectives and time allotted, instructional materials required, facilities and instructor requirements, media and training support equipment, reference materials, type of instruction (lecture, demonstration, practical application), and tools and TMDE required for each period of instruction. The Government (USMC) approved Critical Task Analysis shall be used as the basis for the development of the course curriculums. The Contractor shall submit draft Curriculum Outline of Instruction, sixty (60) days prior days prior to I&KPT training. The Government will provide comments at the conclusion of the I&KPT.

C.3.9.13.7 Training Conduct Support Document (Lesson Plan) Development. The Contractor shall develop the Training Conduct Support Document (Lesson Plan Data Requirements). Lesson plans shall be sequenced and contain information relevant to each period of instruction including training objectives and instructions for the delivery of training, equipment required, application of training visual aids, written test questions, and task performance checklists. Time required for delivery of an individual period of instruction lesson plan shall not exceed four (4) hours. The Contractor shall prepare the Course Conduct Support Documentation (Lesson Plan Data Requirements) IAW the CDRL A057 Training Conduct Support Document (Lesson Plan Data Requirements).

C.3.9.13.8 Training Test Package Development. The Contractor shall develop the ATWS Training Test Package. The test package shall include written and performance tests based upon the Critical Task Analysis. Written test items shall consist of true/false, multiple choice, and fill-in-the-blank questions. The test questions shall be written to evaluate the trainees comprehension of knowledge-based learning objectives and the Test Packages shall include a minimum of three test items for each learning objective. The performance tests shall be developed to evaluate the trainees ability to perform specific Operator or Maintainer task and subtasks and shall be presented in checklist format. The Contractor shall prepare the Test Package IAW CDRL A059 Test Package.

C.3.9.13.9 Instructor & Key Personnel Training (I&KP) Courses Phase II. The training shall cover only ATWS hardware and the interfaces with the LAV-ATA2. The Contractor shall conduct training courses for both ATWS operators and maintainers using training materials developed under this contract. The Contractor can include personnel from the formal schools, and other Government nominees to help with I&KP. The Government will provide two (2) LAV-ATA2's, with ATWS installed. The Contractor shall provide all ATWS unique special tools and parts required to support the training and all replacement parts and consumables during the training. This I&KPT is for the purpose piloting and verifying the training materials developed for New Equipment Training under this contract. The location for the training will be Aberdeen Maryland. Training materials shall be submitted IAW CDRL A060 Course Conduct Information Package.

C.3.9.13.10 New Equipment Training (NET). The Contractor shall conduct NET to support the Government (USMC) fielding plan and material handoff to units. The Contractor shall conduct operator and maintenance training for a maximum of two (2) classes each at the Marine Expeditionary Force (MEF) I, II, III and 4th Marine Division (Reserve Units). Training shall coincide with delivery of the upgraded LAV-ATA2's at the organizations (MEFs). Training dates will be determined by the Government (USMC) and provided to the Contractor at least thirty (30) days in advance for Continental United States (CONUS) training, and include instructions, dates, and locations. The Contractor shall provide a copy of the approved training materials to each units Training Officer. Training materials shall be submitted IAW CDRL A061- New Equipment Training (NET) Material.

C.3.9.13.11 Training Aides, Devices, Simulations, and Simulators (TADSS). The contractor shall identify and recommend to the government TADSS that support, enhance, and facilitate the transfer of knowledge, skills, and abilities of Marine Operators and Maintainers. Recommended TADSS should focus on being easily employed by instructional staff, and be effective and efficient in the facilitation of instruction of critical training tasks.

C.3.9.13.12 Training Development Management. The contractor shall appoint a Training Manager who shall be the single point of contact for training and courseware development matters. The Training Manager and other contractor personnel conducting training shall be able to read, write, speak and comprehend the English language, including technical language and terms associated with the operation, repair, installation, maintenance, assembly, and disassembly of the ATWS. The Training Manager shall have three or more years of training and managerial experience with formal military training, and shall have an understanding of all tasks to be taught under this contract, with expertise in one or more of the areas. Sixty (60) days prior to the conduct of any training course, the contractor shall provide written certification of the proficiency and skill of the instructors to conduct the required training to the Government. Sufficient proficiency and skill is defined as either two years experience conducting formal military training in the specific area of instruction or an equivalent level of civilian teaching experience. The Government will consider waivers to proficiency and skill levels on a case-by-case basis. The Government will review and approve contractor proposed instructors thirty (30) days prior to the start of training. The duties of this Training Manager shall include the coordination of training courseware analysis, design, and development. Additionally, the Training Manager shall be responsible for the coordination of training presentation for the ATWS.

C.3.10 SUPPLY SUPPORT.

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C.3.10.1 Conferences.

C.3.10.1.1 Provisioning Guidance Conference. The contractor shall host the Provisioning Guidance Conference (PGC) and furnish provisioning data as one product of the PGC at mutually agreed upon intervals prior to the provisioning conference(s). The Government will clarify any provisioning issues during the evolution of the data cleansing process.

C.3.10.1.2 Provisioning Conference. The contractor shall host a Provisioning Conference(s) at the contractor's facility. The contractor shall provide and disassemble production grade equipment, as deemed necessary by the Government, during this conference to validate and verify all provisioning documentation.

C.3.10.2 Provisioning Plan. The contractor shall establish, manage, and execute a Logistics Management Information (LMI) program and plan in accordance with MIL-PRF-49506. MIL-HDBK-502 may be used for additional guidance. The LMI program shall be the basis for the integration of the logistics support element, and provide the interface between the engineering and integrated logistics effort used in the systems engineering effort. The objectives of the LMI program are to provide optimum material readiness, economical logistics support, and identify and evaluate resources required to develop and manage an effective support system. All design, modification or alteration, and engineering activity shall require LMI. Provisioning status, identification of problem area(s), and necessary resolutions to problems addressed shall be discussed at each ILSMT/IPT.

C.3.10.3 Provisioning Master Record (PMR). The Contractor shall develop provisioning data to support the ATWS program IAW MIL-PRF-49506. The Contractor shall arrange the provisioning data in a top-down breakdown sequence. MIL-HDBK-502 may be used as a guide. The data shall be delivered 45 days prior to provisioning conference IAW CDRL A085 Provisioning Master Record. At the SOW meeting the Government will provide the Contractor with the Marine Corps Interactive Computer Aided Provisioning System (MICAPS) software that the Contractor shall use in preparing and delivering the provisioning data.

C.3.10.4 Provisioning Screening. The Contractor shall submit provisioning screening to the Defense Logistics Information Service (DLIS) forty-five (45) days prior to the provisioning conference IAW CDRL A062 Provisioning Screening. The data shall address complete assemblies for each Logistics Review. The Contractor may use LOGRUN for this effort. The Government may waive the submission of the screening forty-five (45) days prior to a logistics review and perform "Rapid Provisioning" at the conference using laptops and DVD's from DLIS.

C.3.10.5 Provisioning Technical Documentation. The contractor shall develop and document Provisioning Technical Documentation IAW CDRL A063 Provisioning Technical Documentation, to include a Provisioning Parts List (PPL), Long Lead Time Items List (LLTIL), Special Tools and Test Equipment (STTE), Common and Bulk Items List (CBIL), and any Design Change Notices (DCN). The Government at the Provisioning Guidance Conference (PGC) shall designate the format and medium of delivery. The frequency for submission of such lists shall also be designated at the PGC.

C.3.10.5.1 Provisioning Parts List. The Provisioning Parts List (PPL) is a tool used to determine the range of support items required to maintain the end item for an initial two (2) years of service as part of CDRL A063 Provisioning Technical Documentation This period of service is also known as the "demand and development period", during which time usage data is tracked and used to determine future sustainment requirements. The PPL shall contain the end item, component or assembly and all support items which can be disassembled, reassembled, or replaced, and which, when combined, constitute the end item, component or assembly. The PPL shall include items such as parts, materials, connecting cabling, piping, and fittings required for the operation and maintenance of the end item, equipment, component, or assembly. This includes all repairable Commercial Off-The-Shelf (COTS) items unless excluded by the provisioning requirements. It does not include a breakdown of Government Furnished Equipment (GFE). The PPL shall contain repair kits and repair parts sets required to maintain the end item, component, or assembly equipment unless excluded by the provisioning requirements or meeting the requirement for Common and Bulk Items List (CBIL) inclusion if CBIL is a contract requirement.

C.3.10.5.2 Long Lead Time Items List. The contractor shall provide a Long Lead Time Items List (LLTIL) as part of CDRL A063 Provisioning Technical Documentation that shall contain those items which, because of their complexity of design, complicated manufacturing process or limited production capacity, may cause production or procurement cycles which would preclude timely and adequate delivery, if not ordered in advance of normal provisioning.

C.3.10.5.3 Special Tools and Test Equipment (STTE). The contractor shall provide a Special Tools and Test Equipment (STTE) as part of CDRL A063 Provisioning Technical Documentation that shall contain those support items required to inspect, test, calibrate, service, repair, or overhaul an end item.

C.3.10.5.4 Common and Bulk Items List. The Common and Bulk Items List (CBIL) as part of CDRL A063 Provisioning Technical Documentation contains those items that are difficult or impractical to list on a top down disassembly sequence PPL, but for which provisioning may be required to support the operation of the end item. These items are subject to wear or failure, or otherwise required for maintenance, including planned maintenance of the end item or equipment. The contractor shall indicate the material type, grade and class. The contractor shall submit sufficient information to enable the Government to relate the material or specification number to the pertinent item.

C.3.10.5.5 Design Change Notice. The contractor shall use a Design Change Notice (DCN) to identify changes to Provisioning Technical Documentation which add to, delete, supersede, or modify items previously listed which are approved for incorporation into the end item

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as part of CDRL A063 Provisioning Technical Documentation.

C.3.10.5.6 Engineering Data for Provisioning (EDFP). The Contractor shall deliver the EDFP 30 days prior to provisioning conference IAW CDRL A064 Engineering Data for Provisioning (EDFP). This is technical data used to describe parts and equipment and consists of data such as specifications, standards, drawings, photographs, sketches and descriptions, and necessary assembly and general arrangement drawings, schematic drawings, schematic diagrams, wiring and cable diagrams necessary to indicate the physical characteristics, location, and function of the item. EDFP must provide:

1. Technical information of items for maintenance support considerations.
2. Item identification and descriptions necessary for;
 - a. Cataloging actions and assignment of a National Stock Number.
 - b. Review for item entry control.
 - c. Standardization to include standardization and interchangeability.
 - d. Item management coding.
 - e. Identification and procurement of initial spares.
 - f. Preparation of allowance or issue lists.

The contractor shall furnish EDFP in the following order of precedence:

1. Government or industry recognized specifications or standards.
2. Engineering drawings.
3. Commercial catalogs or catalog descriptions.
4. Sketches or photographs with brief descriptions of dimensional, material, mechanical, electrical, or other descriptive characteristics.

EDFP shall be submitted in hard copy. EDFP shall be marked in such a manner as to identify the proprietary rights (limited or unlimited). EDFP shall also be marked with the Provisioning Line Item Sequence Number (PLISN) in the upper right hand corner. EDFP shall NOT be provided when the item is:

1. Identified as a Government specification or standard which completely describes the item including its dimensional, mechanical, and electrical characteristics.
2. Previously cataloged and assigned an active National Stock Number with type 1 item identification.

C.3.10.5.7 Provisioning Software. The Contractor may request to use in-house software to develop the provisioning master files. Any software utilized to develop provisioning data shall be approved by the Government.

C.3.10.6 Initial Spare/Repair Parts. The Contractor shall deliver a listing of spare and repair parts, assemblies, and tools for government review and approval as part of CDRL A067 Recommended Repair Parts List (reference section C.3.12.6). The Government will review the listing and may select items that will be added to the contract in conjunction with exercise of first production option. All parts shall be delivered within the designated production lead time of each production option. Any items obtained by the government IAW C.3.10.6 and CDRL A067 are not meant to execute or supplement the comprehensive CLS coverage specified in C.3.9.12.

C.3.10.7 Request for Nomenclature. The contractor shall submit a Request for Nomenclature as part of CDRL A064 Engineering Data for Provisioning (EDFP) for the ATWS. This requirement is mandatory for use in type designation of communications and electronic materiel.

C.3.11 POWER.

C.3.11.1 Lithium Batteries.

C.3.11.1.1 Lithium Battery Safety Qualification. If lithium batteries are part of the system configuration, the contractor shall develop a safety data package that shall document and demonstrate the stability of design and validity of the lithium battery selection IAW NAVSEAINST 9310.1B and TM S9310-AQ-SAF-010. The contractor shall provide data from contractor testing of the complete system or item.

C.3.11.1.2 Lithium Battery Test Articles. If lithium batteries are part of the system configuration, the contractor shall provide batteries within thirty (30) days after Government notification. The contractor shall include battery safety test results in its System Safety Program Plan and Safety Assessment Report.

C.3.11.1.3 Lithium Battery Safety Assessment. If lithium batteries are part of the system configuration, the contractor shall document all contractor and Government lithium battery safety assessment efforts in the Safety Assessment Report (SAR). The SAR shall include the lithium battery risk assessment, recommendations, procedures and other corrective actions to reduce hazards to an acceptable level.

C.3.12 TECHNICAL PUBLICATIONS.

C.3.12.1 Technical Manuals. The contractor shall develop Tech Pub Data IAW with Technical Manual Contract Requirement TMCR provided

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in Attachment 0012 - LAV IETM TMCR, ATWS (CDRL A065 Technical Manuals). For development of the ATWS Technical Manuals, the Contractor shall use the current AT Technical Manual Data as a baseline. The manuals shall reference the commercial and military manuals associated with the specific equipment comprising the ATWS.

C.3.12.2 Corrections of Data and Deliverables. The Contractor shall deliver Tech Pub Data and PMR data thirty (30) days after each Logistics Review.

C.3.12.3 Reserved.

C.3.12.4 Computer Access. The Contractor shall have the capability to implement real-time changes to provisioning and technical manuals resulting from logistics reviews.

C.3.12.5 Modifications Instructions (MI). The contractor shall develop and deliver an MI for the modernized LAV-AT. The MI shall detail the procedures and the tasks required to upgrade the present LAV-ATA2 with hydraulic drive M901 turret to an ATWS configured LAV-ATA2. The MI shall cover the upgrade in both a legacy and new production vehicle. The MI shall be delivered IAW CDRL A066 Modification Instructions. Prior to submitting CDRL A066, the contractor will conduct a physical validation and verification (VAL/VER) of the MI with government participation. The Government requires fifteen (30) days advance notification from the contractor of the contractors physical VAL/VER. The Government will provide personnel to witness the contractors validation of this data. The Government may participate in the contractors validation effort and if so this will constitute the Governments verification. This will reduce the schedule time and total Government and contractor effort required at the Validation Reviews. The contractor shall record and maintain daily records during the review(s). The Government will provide a legacy and new production LAV-ATA2 configuration vehicle for the validation effort. If the Government is not available for the contractors validation effort, proof of validation shall be provided to the Government. The Government will then perform a verification of the MI at the contractors site NLT ten (10) days after receipt of the MI.

C.3.12.6 Recommended Repair Parts List (RRPL). The Contractor shall deliver an updated Recommended Repair Parts List IAW CDRL A067 Recommended Repair Parts List no later than thirty (30) days prior to CDR. The list shall include part number or NSN, CAGE code, unit price, extended price, recommended buy quantity, SMR code, and follow the Contractors WBS. Listing shall support ATWS systems for the first two (2) years after initial production system installation. The list shall include parts, assemblies, and tools.

C.3.13 general Purpose Support Equipment. The contractor shall provide a listing of general purpose support equipment IAW CDRL A068 - Maintenance, Test and Support Equipment List which is defined as tools, test equipment, automatic test equipment, and Built-in test and built-in test equipment (BIT/BITE). Items currently in the Marine Corps inventory to the maximum extent practical shall satisfy the requirement for support equipment. Listings of support equipment resident in the Marine Corps inventory are available from the Government upon the contractors written request. If the contractor has determined that support equipment is not required, then an explanation is required on how and for how long the system is going to be maintained.

C.3.13.1 Special Purpose Support Equipment. The contractor shall provide a listing of Special Purpose Support Equipment (SPSE) IAW A068 - Maintenance, Test and Support Equipment List which are defined as tools, and test equipment NOT currently in the Marine Corps inventory. Listing of tools and test equipment resident in the Marine Corps inventory are available from the Government upon the contractors written request. If it has been determined that SPSE is required, the contractor shall develop a Support Equipment Recommendation Data (SERD) using MIL-PRF-49506 detailing the recommended test equipment and testing application.

C.3.13.1.1 Calibration and Measurement Requirements Summary (OPTION). The contractor shall list calibration requirements of test equipment IAW CDRL A069 - Calibration and measurement Requirements Summary (CMRS). The Calibration and Measurement Requirements Summary (CMRS) shall be developed only for SERD, which have been identified by the Government.

C.3.13.2 Built-in test/Built-in test Equipment. The contractor shall provide a listing of Built-in test/built-in test equipment (BIT/BITE) IAW CDRL A053-TMDE Test Troubleshooting Procedures along with BIT/BITE Test Equipment List within the system. A CMRS shall be provided for each BIT/BITE. BIT is a test approach using BITE or self-test hardware and software that are internally designed into the supported system, subsystem, or equipment to test all or a part of that system, subsystem, or equipment. BITE is any device that is part of a system, subsystem, or equipment and is used for the express purpose of testing the system, subsystem or equipment. BITE is an identifiable unit of the system, subsystem or equipment.

C.3.13.3 General Purpose Automatic Test Equipment. The contractor shall provide a listing of required General Purpose Automatic Test Equipment (GPATE) as part of CDRL A068 - Maintenance, Test and Support Equipment List, which is defined as automatic test equipment currently in the Marine Corps inventory. A listing of GPATE of Marine Corps inventory is available from the Government upon the contractors written request.

C.3.13.4 Special Purpose Automatic Test Equipment. The contractor shall provide a listing of Special Purpose Automatic Test Equipment (SPATE) as part of CDRL A068 - Maintenance, Test and Support Equipment List, which is defined as automatic test equipment NOT currently in the Marine Corps inventory. Listing of automatic test equipment resident in the Marine Corps inventory is available from the Government upon the contractors written request. If it has been determined that SPATE is required, the contractor shall develop a Support Equipment Recommendation Data (SERD) using MIL-PRF-49506 detailing the recommended test equipment and testing application. Approval of SPATE must be received from the DoD Automatic Test Systems Management Board before any procurement is initiated. Assistance in obtaining this approval can be requested from PM TMDE. The SERD identifies and provides data relevant to each proposed support

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equipment item. Some of these data elements are used to validate the support equipment requirement; the balance provides logistics management data for inventory management control. The SERD contains a description of the support equipment requirements. It identifies the function and characteristics of the equipment, and any other requirements necessary to use or install the equipment. The SERD will identify the design data requirements and the estimated cost to the Government for that data. The SERD also details the ILS requirements for the equipment item, such as whether it requires maintenance, technical manuals, and other information for support of the item.

C.3.13.4.1 Calibration and Measurement Requirements Summary for SPATE. The contractor shall list calibration requirements of test equipment for SPATE IAW CDRL A069-Calibration and Measurement Requirements Summary (reference C.3.13.1.1). The Calibration and Measurement Requirements Summary (CMRS) shall be developed only for SERDS, which have been identified by the Government.

C.3.14 SOFTWARE. Software as mentioned in the following paragraphs is defined as the integration software that is used to interface between the MITAS, turret and the vehicle chassis and hull.

C.3.14.1 Software Engineering. The contractor shall define a software development IAW CDRL A071 - Software Development Plan approach appropriate for the computer software effort to be performed under this solicitation. This approach shall be documented in a Software Development Plan (SDP) IAW the framework established in IEEE/EIA 12207. The contractor shall follow this SDP for all computer software to be developed or maintained under this effort. The SDP shall define the offeror's proposed life cycle model and the processes used as a part of that model. In this context the term "life cycle model" is as defined in IEEE/EIA 12207. The SDP shall describe the overall life cycle and shall include primary, supporting, and organizational processes based upon the work content of this solicitation. In accordance with the framework defined in IEEE/EIA 12207, the SDP shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. Information provided must include specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification. After the SDP CDRL has been submitted and approved, the Government will use the SDP for monitoring progress and providing indications of emerging risks and problems. As a formal CDRL, the SDP will be placed under configuration control, with all changes subject to Government approval. Final delivery of the SDP shall take place as soon after award as feasible, but no later than commencement of software activity. The SDP shall be reevaluated at least once every six months. This reevaluation shall be performed in accordance with the contractor's continuous process improvement defined within the SDP, and shall be conducted to ensure that the applied processes are effective and documented. The contractor shall propose a development sequence and schedule for all software related documents, with rationale explaining how the schedule was derived. The Government will use this schedule and sequence for developing its on-site planning schedule for Technical Interchange Meetings. Final versions of all documents will be developed within thirty (30) calendar days of the completion of the software FCA/PCA audits.

C.3.14.2 New Software. The Government does not anticipate that any new software will be required for the ATWS. A Government Off The Shelf (GOTS) and Commercial Off The Shelf (COTS) system maturity level of 6 or higher is required for the ATWS solution that will be selected. The need for new software is not considered desirable by the Government.

C.3.14.3 Software Allocation. The contractor shall categorize all software as application software and support software categories in the SDP. Each category shall comprise a Software Configuration Item (SCI) and may further be subdivided into Software Units. The contractor shall implement an electronic system of software development folders for centrally collecting all design and test information for each software unit developed.

C.3.14.4 Software Technical Interchange Meeting. The intent of these meetings is to ensure that any software development under this contract is traceable and supportable. Additionally, this meeting should be the forum for establishing ground rules for the Government-Contractor software team regarding how they will interact. The document approval process should also be established at this time. The frequency and duration of these meetings will be mutually agreed to at the program Start of Work meetings. It is anticipated that the meetings be held on a monthly basis for the EMD phase but may be adjusted at the partnering meetings. These meetings may take the form of Government and/or Government representatives participating in regularly scheduled internal software design and management activities.

C.3.14.5 Software Reviews. The contractor shall conduct, for all application and support SCIs, a Software Specification Review. During design Reviews (PDR, CDR) and Test Reviews (TRR), all application and support SCIs shall be addressed.

C.3.14.6 Source Code and Executable Software. The contractor shall provide all applicable software source code and associated executable software developed in support of the ATWS IAW CDRL A072 Computer Software Product- LAV ATWS Source Code. All Non Developmental Items COTS or GOTS software shall be delivered with the appropriate licenses and without restrictions for usage in the intended vehicle application. The source code developed by the contractor shall be delivered separately from the vehicles.

C.3.14.7 Software IPT. Upon contract award, the contractor and the Government shall jointly establish a Software Integrated Process Team (IPT). This team shall consist of contractor and Government representatives. The contractor's Lead Software Engineer will chair the Software IPT. The Software IPT shall be tasked to define, document, monitor, and improve the software development approach being used for the software effort. Specifically, the Software IPT shall:

1. Define and document the software development approach to be used for the work effort. The approach is to be documented in the contractor's SDP, which is to be based on the proposed SDP submitted with the offeror's proposal.
2. Secure Government approval for the SDP. Approval is facilitated by having Government representatives serving on the

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Software IPT.

3. Identify and make process improvements to the software approach, and document these in the SDP. These improvements are to be based on lessons-learned, suggestions from staff, and industrial advancements, and other sources.
4. Control all changes to the SDP.
5. Monitor development progress, assess effectiveness of the development approach, and monitor adherence to the defined process.
6. Monitor industry-wide lessons-learned, evolution of standards, advances in relevant technology, tool utility and availability, and other information that may prove to be valuable for the software work effort.
7. Advise program management in areas relating to the software effort.

The Software IPT is not responsible for the management of the software effort, for performing software quality assurance, or for acting as an Independent Verification and Validation (IV&V) agent. The Software IPT however shall rely on existing program management and on the Quality Assurance (QA)/IV&V function to provide sufficient information to facilitate their monitoring of progress and adherence to plan.

C.3.14.8 Software Requirements Specification. The contractor shall provide a Software Requirements Specification (SRS) IAW CDRL A073 Software Requirements Specifications. The SRS shall specify the requirements for the Software Configuration Item(s) (SCI) and the verification methods to be used to ensure that each requirement has been met.

C.3.14.9 Software Test Plan. The contractor shall develop a Software Test Plan (STP) and submit the plan to the Government for review at PDR. Changes and upgrades to the STP shall be maintained and reviewed at CDR. The STP shall describe the plans for qualification testing of SCIs and software systems. It shall describe the software test environment to be used for the testing, the tests to be performed, and provide the schedules for test activities. The contractor shall maintain a Software Test Plan covering testing required by this SOW for review, analysis, and concurrence by the Government. This document shall address any demonstration plans for software requirements as well as all informal and formal testing.

C.3.14.10 Software Test Report. The contractor shall provide a Software Test Report (STR) IAW CDRL A074 - Software Test Report. The STR is a record of the qualification testing performed on an SCI, a software system or subsystem, or other software-related item.

C.3.14.11 Software Version Description. The contractor shall provide a Software Version Description (SVD) IAW CDRL A075 - Software Version Description. The SVD shall identify and describe a software version consisting of one or more SCIs and shall be used to release, track, and control software versions.

C.3.14.12 System/Subsystem Specification. The contractor shall provide a System/Subsystem Specification (SSS) IAW CDRL A076 - System/Subsystem Specification. The SSS shall specify the requirements for a system or subsystem and the verification methods to be used to ensure that each requirement has been met. The SSS shall be used as the basis for design and qualification testing of a system or subsystem.

C.3.14.13 Interface Requirements Specification (IRS). The contractor shall provide an Interface Requirements Specification (IRS) IAW CDRL A077 Interface Requirements Specification (IRS). The IRS shall specify the requirements imposed on one or more systems, subsystems, Hardware Configuration Items (HWCIs), SCIs, manual operations, or other system components to achieve one or more interfaces among these entities.

C.3.14.14 Interface Design Description (IDD). The contractor shall provide an Interface Design Description (IDD) IAW CDRL A078 Interface Design Description. The IDD shall describe the interface characteristics of one or more systems, subsystems, Hardware Configuration Items (HWCIs), SCIs, manual operations, or other system components.

C.3.14.15 Traceability. Traceability shall be identified and maintained from the system level requirements to the applicable test cases which demonstrate compliance with the requirement. Traceability shall be provided to and from the predecessor documents to include the Software Requirements Specification, Interface Requirements Specification, Software Design Document, and Software Test Description.

C.3.14.16 Software Testing Program. The contractor shall establish, implement, and conduct a Software Testing Program, including Software Item (SI) integration testing and Software Unit (SU) testing in accordance with software testing practices outlined in IEEE/EIA 12207. In addition to complying with IEEE/EIA 12207, Testing shall be performed as follows:

1. The testing shall be performed as documented in the Software Test Description (STD). The STD shall identify the use of emulators or simulators and laboratory hardware as required.
2. The contractor shall conduct a Software Testing in accordance with the Software Test Plan and the Software Test Description concurrently with DVT. The current version of the STD shall be utilized to describe any test scenario required in support of testing the SRS requirements. The software testing shall be performed against the requirements documented in the SRS.
3. Within fifteen (15) calendar days of the conclusion of the DVT, the contractor shall finalize a Software Test Report in contractor's format that is agreed upon by the Government. The report shall document the results for the impacted software.
4. The contractor shall conduct a Regression Test within thirty (30) calendar days of the conclusion of the Software Test, in order to demonstrate all fixes to problems identified in the Software Test Report. A regression test analysis shall be accomplished to determine the appropriate degree of re-testing necessary to assure proper implementation of the change and that no resulting degradation

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of system performance has been introduced.

C.3.14.17 Software Audits. The contractor shall support a Functional Configuration Audit (FCA) and Physical Configuration Audit (PCA) to be conducted by the Government. The FCA will validate that the development of the software has been completed satisfactorily and has achieved the functional and allocated configuration identification. The PCA will verify that the software "as built" conforms to the technical documentation.

C.3.14.18 Software Quality Assurance (SQA). Software Quality Assurance shall be maintained throughout the systems life cycle. SQA procedures and practices shall be implemented to ensure that the operational integrity of the systems software is maintained. The SQA program shall be part of the management reporting system during all phases of the software development. Additionally, the SQA program shall utilize analyses and assessments, documentation reviews, design reviews, and shall monitor tests and audits to ensure compliance with the requirements.

C.3.14.19 Software Configuration Management (CM). Configuration Management shall maintain the Software Release Library containing the software source code and object files. Configuration Management shall also maintain the library of software documentation Government Software Partnering Team representatives will use this plan to aid in their understanding of the contractor's configuration management techniques and methodology.

C.3.14.20 Software Independent Verification and Validation (IV&V). The contractor shall provide access to all information necessary to analyze the software and firmware modifications as the development progresses. Access provided to the Government Representative shall include the following:

1. Access to the software maintenance library; all software, software reviews, meetings minutes, program listings, documentation (including design notebooks and Software Development Files (SDFs)).
2. Software Problem Correction Reports (PCRs) and Test Incident Reports (TIRs), configuration status accounting records and reports, and all internal reviews and audits.
3. The contractor shall also provide access to all levels of testing, test results, raw test data, reduced test data, and observations written by the test conductor.

C.3.15 CONTRACTOR MANAGEMENT DATA.

C.3.15.1 Earned Value Based Performance Management System (EVBPMMS). The contractor shall utilize its performance management system to plan, schedule, budget, monitor, manage, and report cost, schedule, and technical status applicable to the contract. The contractor's performance management system serves as the single, formal, integrated system that meets both the contractor's internal management requirements and the requirements of the Government for timely, reliable, and auditable performance information. The application of these concepts provides for early indication of contract cost, schedule, and technical challenges. The outputs of this system are used as the basis to report detailed performance status during program management reviews and other status meetings. The contractor's system shall satisfy the Industry Guidelines delineated in the ANSI/EIA-748, DFARS Clause 252.234-7001/7002, the general provisions of the contract, and this Statement of Work. The contractor may use a previously validated system but validation is not required for the purpose of this contract.

C.3.15.2 Contract Work Breakdown Structure (CWBS). The contractor shall develop and maintain the CWBS and CWBS Dictionary IAW CDRL A080 CWBS. The contractor shall extend the CWBS down to the appropriate level required to provide adequate internal management, surveillance, and performance measurement. The contractor shall use the CWBS as the primary framework for contract planning, budgeting, and reporting of the cost, schedule, and technical performance status to the Government. Changes to the CWBS or associated definitions, at any reporting level, require approval of the Government. The CWBS shall include and build upon the Work Breakdown Structure (WBS) provided as GFI, in Attachment 0014 Work Breakdown Structure.

C.3.15.3 Contract Funds Status Report. The contractor shall provide a Contract Funds Status Report (CFSR) IAW CDRL A082 Contract Funds Status Report to the Government. The CFSR provides DoD Components with information to update and forecast contract funding requirements; to plan and decide on funding changes; to develop funding requirements and budget estimates in support of approved programs; and to determine funds in excess of contract needs and available for deobligation.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

Cambria-

D.1 Packaging, Handling, Shipping & Transportation (PHS&T) Issue - Phase II. The Government will notify the Contractor when designated Government personnel will attend the Logistics Reviews to discuss PHS&T issues NLT fifteen (15) days before the applicable Logistics Review. The Contractor shall develop and prepare packaging using best commercial practices consistent with the shipping and storage requirements.

a. Preservation and Packaging. Items scheduled for domestic shipment for immediate use shall be Preserved and Packaged (P&Pd) in accordance with the best commercial practices of ASTM D3951. Items declared to be ESD (Electrostatic Discharge) shall be P&Pd in accordance with the Level A requirements of MIL-STD-2073-1, Appendix J, Table J.Ia., Specialized Preservation Code "GX and shall be packed into a reusable fast-pack container. Hazardous materials (HAZMAT) shall be P&Pd in accordance with the requirements of Federal Regulation 49CFR and the FED-STD-313.

b. Development of Marking Requirements. Marking shall be IAW MIL-STD-129. IUID items shall be marked consistent with the requirements of DFARS 252. 252.211-7003.

D.2 Bar Code. Bar code markings are required on all containers and loose or unpacked items as specified in MIL-STD-129N, The following shall be bar coded:

- a. National Stock Number (NSN/NATO) stock number shall be bar coded on all unit packs and intermediate containers.
- b. The exterior container shall be bar coded with the NSN/NATO stock number and the contract or purchase order number.
- c. Items that are serial numbered shall have the serial number bar coded.
- d. Exterior boxes and crates 10 cubic feet and over shall be bar coded on one end of the container as well as on the identification marked side.

D.3 Transportability Program. The contractor shall implement a transportability program in accordance with MIL-STD-1366 which shall address the inherent capability of an item to be moved, or carrier, via railway, highway, waterway, ocean, airway, or amphibious ships or craft, using existing equipment or equipment that is planned for the movement of the item. The contractor shall conduct transportability engineering efforts to identify and measure the limiting constraints, characteristics, and environments of transportation systems and to integrate this data into design criteria to use operational and planned transportation capabilities effectively.

D.4 Transportability Report. As a result of the transportability program efforts, the contractor shall develop and deliver a transportability report IAW CDRL A070 Transportability Report.

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT	MAY/2001
E-4	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
ANSI/ASQC	Q9001	NA	NA
ISO	9001	NA	NA

(End of Clause)

E-6	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

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

- [] ISO 9001:2008 (tailored: delete paragraph 7.3) or comparable quality system
- [xx] ISO 9001:2008 (untailored) or comparable quality system
- [] ISO 9001:2008 (tailored: delete paragraphs -1-) or comparable quality system

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

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

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

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

[End of Clause]

E-7	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
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(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under

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Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-8 52.246-4008 FINAL INSPECTION RECORD (FIR) APR/2000
(TACOM)

(a) The Contractor shall prepare a Final Inspection Record (FIR) in his/her own format for each vehicle under the contract. The FIR should be organized so as to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its manufacture and final inspection. The FIR shall list each vehicle characteristic or function to be inspected from the vehicle specification. As a minimum, the FIR shall have blocks for the contractor's inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for reinspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be updated to reflect all engineering and/or manufacturing changes that impact the FIR, during the entire contract period. The contractor shall submit the completed and certified copy of the FIR to the Government Inspector with each item inspected and offered for acceptance by the Government.

(b) Deficiencies disclosed during inspection by the contractor shall be described in writing and included as part of the FIR.

(c) If the contractor determines that the FIR is not appropriate for final inspection of the end item, for any reason, s/he must obtain written approval from the contracting officer prior to employing any other form for this purpose.

[End of Clause]

E-9 52.246-4023 STATISTICAL PROCESS CONTROL (SPC) FEB/1998
(TACOM)

(a) Definitions. Refer to ANSI-EI Standard 557, Statistical Process Control Systems, for a listing of terms and definitions used in this clause that are associated with statistical process control (SPC).

(b) As the contractor, you will ensure the quality of the items furnished on this contract, whether produced at your facility or at a subcontractor's/vendor's facility, using SPC techniques that are based on statistically valid and established methods. A description of your SPC program must be submitted as part of your proposal in response to the solicitation (see Section L). Upon contract award, the SPC program described by the successful offeror becomes part of the contract.

(c) The SPC program is intended to be dynamic. It may be changed when changes are of a constructive nature, and do not adversely affect the quality of the process, and product. The designated Government Quality Assurance Representative, (QAR), shall be allowed to review all proposed changes to your program prior to implementation.

(d) As a minimum, your SPC program must address the following elements as they will apply throughout the life of the proposed contract.

(1) Identification of the specific statistical process control techniques that you will apply, for all processes that use SPC.

(2) Process capability (Cpk) studies for the processes being controlled. For variable data, the minimum Cpk for statistical control shall be 1.33. For attribute data, a minimum process average of 99.73% is required. For critical parameters/characteristics, the minimum Cpk shall be 2.0.

(3) Criteria for determining out-of-control conditions.

(4) Corrective actions to be taken if an out-of-control condition is detected.

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record of inspections and tests which have previously been conducted on the FPVI vehicles and their components.

(b) FPVI Report. You shall document the results of the FPVI test in your own format. The results of the FPVI test shall be in sufficient detail for separate formulation of conclusions by interested parties not witnessing the test/inspection. You shall address deficiencies discovered and corrective actions taken.

(c) FPVI Re-Inspection. If we reject the FPVI, you may be required at our option to repeat any or all of the FPVI. After notification of the additional inspection, you shall make any necessary changes, modifications, or repairs to the First Production Vehicles. We have the option to select another production vehicle for FPVI in lieu of the original FPV. Upon completion of additional inspection(s), you shall again document the test results.

(d) Vehicle Restoration. Upon completion of testing such as Shakedown Test, Product Verification Test and/or Follow-on Production Test, you shall restore these vehicles to a like new condition.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

PHASE I Engineering and Manufacturing Development

E.1 INSPECTION AND ACCEPTANCE POINT: Origin.

E.1.1 The contractor shall conduct Procurement Quality Assurance Inspections to demonstrate the conformity of the LAV-AT Anti-Tank Weapon System (ATWS) and other deliverable components using the applicable inspection documents, drawings and specifications at the following locations:

Contractor's Plant: TBD
Address:

Sub-contractor's Plant(s) TBD
Address:

E.2 INSPECTION AND ACCEPTANCE POINT (DATA). The inspection and acceptance of any data delivered under this contract shall be at destination. Destination shall be as set forth in the SOW paragraph or CDRL associated with the data item.

E.3 QUALITY ASSURANCE REQUIREMENTS.

E.3.1 QUALITY ASSURANCE (QA) PROGRAM. The Contractor shall develop, implement, and maintain a QA Plan as applicable to their quality system model. This manual or plan shall be made available to the Government for review upon request. The Contractor's Quality Assurance Program shall be implemented within 120 days after contract award. This program shall comply with a commercial (ANSI/ASQC Q9001) or international (ISO 9001 standard or a standard accepted by the Government as equivalent). The documented QA Program shall be made available to the Government for review upon request. The contractor's plan for the quality management system shall address the following elements:

1. Management Responsibility. Procedures to define, document, and implement a policy for quality.
2. Quality System. Procedures to establish, document, and maintain a quality system, which includes a quality manual, system procedures, and quality planning.
3. Contract Review. Procedures to establish and maintain documented procedures for contract review.
4. Design Control. Procedures to establish and maintain documented procedures to control and verify design of the product to ensure conformance to specified requirements.
5. Document and Data Control. Procedures to establish and maintain documented procedures to control all documents and data (including hard copy and electronic media) including such documents as standards and Government drawings.
6. Purchasing. Procedures to establish and maintain documented procedures to ensure that purchased product, associated documents and data conform to requirements. Sub-contractors are to be evaluated and selected on their ability to meet subcontract requirements and type and extent of control exercised by the supplier over subcontractors is to be defined.
7. Control of Government-Supplied Product. Procedures to establish and maintain documented procedures for the control of verification, storage and maintenance of Government-supplied product provided for incorporation into the supplies or for related activities.
8. Product Identification and Tractability. Where appropriate, procedures to establish and maintain documented procedures for identifying the product from receipt and during all stages of production, delivery, and installation.
9. Process Control. Procedures to identify and plan the production, installation and servicing processes, which directly affect quality and to ensure these processes are carried out under controlled conditions.
10. Inspection and Testing. Procedures to establish and maintain documented procedures for inspection and testing activities, in order to verify that the specified requirements for the product are met.
11. Control of Inspection, Measuring and Test Equipment. Procedures to establish and maintain documented procedures to control, calibrate and maintain inspection, measuring and test equipment, (including test software) used by the supplier to demonstrate the

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conformance of product to the specified requirements.

12. Inspection and Test Results. Procedures to ensure that the inspection and test status of the product are identified and maintained throughout the production, installation and servicing of the product. And, to ensure that only products that passed the required inspections and tests (or released under an authorized concession) are dispatched, used or installed.

13. Control of Non-Conforming Product. Procedures to establish and maintain documented procedures to ensure that product that does not conform to specified requirements is prevented from unintended use or installation.

14. Corrective and Preventive Action. Procedures to establish and maintain documented procedures for implementing corrective action in the handling of Government complaints, product non-conformities, and the application of controls to ensure corrective action is taken and that it is effective. Preventive action procedures will detect, analyze, and eliminate potential causes of non-conformities.

15. Handling, Storage, Packaging, Preservation and Delivery. Procedures to establish and maintain documented procedures to prevent damage or deterioration of product.

16. Control of Quality Records. Procedures to establish and maintain documented procedures for identification, collection, indexing, access, filing, storage, maintenance and disposition of quality records. Quality records shall be maintained to demonstrate conformance to specified requirements and the effective operation of the quality system.

17. Internal Quality Audits. Procedures to establish and maintain documented procedures for planning and implementing internal quality audits to verify whether quality activities and related results comply with planned arrangements and to determine the effectiveness of the quality system.

18. Training. Procedures to establish and maintain documented procedures for identifying training needs and provide for the training of all personnel performing activities affecting quality. Appropriate records of training shall be maintained.

19. Servicing. Where servicing is a specified requirement, to establish and maintain documented procedures for performing, verifying and reporting that the servicing meets the specified requirements.

20. Statistical Techniques. The supplier shall identify what statistical techniques are to be used for computing, documenting, verifying, and controlling both the contractors process capability and the suppliers product characteristics. The supplier should also identify how they are to be implemented.

E.3.2 QUALITY SYSTEM AUDITS and INSPECTIONS. Operating procedures and inspection records that document the Contractor's adherence to its Quality System shall be made available for Government review when requested. The Contractor is subject to procedural audits, Functional Configuration Audits (FCA), Physical Configuration Audits (PCA) and product inspections at any point during the contract and shall provide audit and inspection assistance upon request. Audits and product inspections will be conducted by the Government to verify the Contractor's compliance to its quality program and compliance to its documented operating procedures.

E.3.2.1. The PCO, ACO or the Government QAR shall provide audit and inspection results to the Contractor. The Contractor shall respond to all unsatisfactory audit and inspection results within thirty (30) days from receipt of the Government Audit and Inspection report(s) and provide corrective action as required IAW CDRL A084 (Quality Systems Audits & Inspection Response Report). All deficiencies detected during any Government audit(s) or product inspections shall be corrected by the Contractor IAW its documented Quality Assurance Program.

E.4 QUALITY CONFORMANCE INSPECTION AND TEST PROCEDURES (QCI&TP). The Contractor shall develop QCI&TP for the inspection and acceptance of each ATWS developed under this contract. The QCI&TP shall be broken out into two parts. Part I shall address inspection and acceptance criteria for the ATWS at the Contractor's facility. Part II shall outline all the inspections and tests required to verify proper installation, integration and operation of the ATWS throughout the installation process. The QCI&TP shall include the inspection and test controls specified in the drawings, ATWS P-SPEC and any related data required for acceptance of the ATWS. The QCI&TP shall be prepared in Contractor format and submitted to the Government for review and approval IAW CDRL A017 - Quality Conformance Inspection and Test Procedures (QCI&TP).

E.4.1 NOTIFICATION OF CONTRACTOR TESTING AND INSPECTION. Prior to the commencement of any Contractor Qualification Testing (QT) or First Piece Inspection (FPI) scheduled to verify the performance of any hardware or software, the Contractor shall contact in advance through email, the LAV Platform Upgrades Team, Quality Assurance Specialist at DAMI_LAV-ATM.CDRLS@conus.army.mil and the DCMA QAR. The Contractor shall provide notification at least fifteen (15) days prior to any QT or FPI events to be conducted in North America and seventy (70) days notification of testing in other countries outside of North America.

E.4.2 Upon Governments decision to monitor such testing and inspections, the Contractor will provide for Government participation in the selected FPI or QT in accordance with E. 4.1.

E.5 INSPECTION EQUIPMENT. The contractor shall be responsible to supply and maintain all inspection and test equipment necessary to assure the ATWS and components conform to contract requirements. All inspection equipment shall be available for use at the start of production. The contractor shall make available to the Government applicable and necessary inspection equipment upon request for use during Government inspections. The Government will return all inspection equipment upon completion of inspection.

E.6 DRAWINGS FOR INSPECTION. When requested, the contractor shall provide legible drawings, Engineering Change Orders/Engineering Change Requests (ECOs/ECRs), Requests for Deviations (RFD), printed specifications and Quality Assurance Provisions (QAPs) to which the ATWS was manufactured. These drawings and specifications shall be annotated to the latest revision. After the Government completes the product inspection and acceptance, the Government will return all drawings and specifications to the contractor.

E.7 SECTION 3 & 4 OF THE PERFORMANCE SPECIFICATION. Section 3 of the Performance Specification (Attachment 001) provides the performance and inspection and test requirements for the LAV-AT ATWS. Section 4 (inclusive), "Quality Assurance Provisions" constitutes

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quality assurance requirements along with those requirements set forth in this contract.

E.8 INSPECTION/TEST AND CONDITIONAL ACCEPTANCE OF PRODUCTION REPRESENTATIVE ANTI-TANK WEAPON SYSTEM (ATWS).

E.8.1 The Contractor shall develop four (4) ATWS and integrate these systems into the LAV-ATA2 chassis for DT and OT. At least twenty (20) calendar days prior to the inspection and test of the first integrated ATWS, the contractor shall furnish written notice to the Procurement Contracting Officer or his representative, of the time and location of the inspections and tests so the Government may witness and participate in the inspection and test. At the time of inspection and test, the contractor's record of inspections, tests and certifications, previously conducted on the ATWS and components shall also be made available for review by the Government representative(s). All deficiencies detected by the Contractor or Government and any corrective action taken, shall be described in writing on the deficiency sheet attached to the QCI&TP. The contractor shall correct all deficiencies detected in the ATWS hardware, supporting equipment and documentation prior to providing the Production Representative ATWS to the Government for conditional acceptance. The Government will conditionally accept the Production Representative Model (PRM) ATWS once any identified deficiencies are corrected by the Contractor.

E.8.2 Three (3) conditionally accepted installed production representative ATWSs shall be delivered to a Government test site for on vehicle DT and one (1) shall be held at the Contractors facilities for Government Logistics Evaluations.

E.9 FINAL INSPECTION AND ACCEPTANCE OF PRODUCTION REPRESENTATIVE MODELS (Destination).

E.9.1 Upon arrival of the three (3) LAV-ATA2 vehicles with installed production representative ATWSs at the test site, each vehicle shall undergo a complete inspection of the ATWS to verify proper installation, integration and operation IAW the requirements of the QCI & TP. All deficiencies shall be documented on the Deficiency Sheet attached to the QCI & TP and corrected by the contractor prior to the start of test. The remaining one (1) LAV-ATA2 with production representative ATWS to remain at the Contractors facility shall undergo a complete inspection of the ATWS to verify proper installation, integration and operation IAW the requirements of the QCI & TP. All deficiencies shall be documented on the Deficiency Sheet attached to the QCI & TP and corrected by the contractor prior to the start of ILS development.

E.9.2 Final acceptance of the production representative ATWS will occur following successful completion of DT and OT. Successful completion of DT and OT is defined as follows: Successful completion of DT and OT occurs when the PCO or his representative notifies the Contractor in writing that all TIRs have been officially closed. Official closure to a TIR is when a final response to each outstanding TIR is submitted by the Contractor per the requirements of E.11.8.3 and the Government determines that all reported test deficiencies are resolved to ensure that corrective actions are in accordance with the requirements of the ATWS Performance Specifications for DT and OT testing per E.11.8.3.3 and E.11.8.3.4

E.10 INSPECTION RECORDS. Inspection records of the examinations and tests performed by the contractor shall be kept complete and available to the Government for a period of two years following completion of the contract.

E.11 LAV-ATA2 TEST AND EVALUATION REQUIREMENTS.

E.11.1 TESTING OF ATWS PRODUCTION REPRESENTATIVE MODELS. The Government will conduct testing on 3 LAV-ATA2 vehicles with production representative ATWSs installed. Of the three vehicles, two (2) will be new build configuration and one (1) legacy configuration. These vehicles shall be subjected to RAM testing as specified by the ATWS turret P-Spec, Table II. All testing will be conducted at a Government test site(s) that will be determined through the Test Integrated Process Team (TIPT). Developmental Testing (DT) will last approximately ninety (90) working days and will consist of safety testing, performance and RAM testing. DT performance and RAM testing will consist of at least 2000 hours of ATWS operations as well as a number of RAM miles, which will be determined through the TIPT process. Operational Testing (OT) will follow DT after an approximate a four month inspection and refurbishment period. OT is expected to last approximately seventy-two (72) working days and will be conducted by the Marine Corps Operational Test and Evaluation Agency (MCOTEA). All testing shall be in accordance with the LAV-AT Modernization Program (LAV-ATM) Test and Evaluation Master Plan (TEMP), the LAV ATWS turret P-Spec, and a Government prepared test program plan. The RAM requirements specified by the contract for the ATWS shall be evaluated and scored by the Government per the ATWS turret Failure Definition Scoring Criteria (FDSC) to be developed through the TIPT process. The extent of testing may be reduced at the discretion of the Test Integrated Process Team (TIPT).

E.11.2 FOLLOW-ON TEST & EVALUATION (FOT&E) OF ATWS. The Government may be required to conduct FOT&E upon completion of DT and OT after the implementation of any ATWS corrective actions as a result of DT and OT. FOT&E is expected to last approximately forty (45) calendar days and will be conducted at a Government test site(s) to be determined. The length of FOT&E may be extended at the discretion of the (TIPT).

E.11.3 TEST INTEGRATED PROCESS TEAM (TIPT). The Government will conduct TIPT meetings quarterly to update the Test Evaluation Master Plan, the Failure Definition and Scoring Criteria (FDSC), contractor testing, detailed test plans and the test schedules for DT and OT. The Contractor will be required to attend these meetings. The contractor will be notified by the Government of the date and location of each TIPT meeting. The duration of each meeting will not exceed three days and may take place at one of the following locations: TACOM, Warren, MI or Yuma Proving Grounds, AZ.

E.11.4 SCORING AND ASSESSMENT CONFERENCE. The Government will conduct four (4) Scoring Conferences throughout DT and OT to facilitate

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operational and hardware system assessments of test data. The Scoring & Assessment Conferences provide for consistent accounting of basic failures and operational (mission) failures, as well as for scheduled, unscheduled, and essential maintenance actions in order to evaluate RAM-related characteristics of the Light Armored Vehicle-Anti-Tank Modification Program. The Contractor is invited to attend each Scoring and Assessment Conference scheduled for DT as a non-voting member. Only the Director of Marine Corps Operational Test and Evaluation Activity (MCOTEA) can authorize the attendance of contractor observers for OT Scoring Conferences. The OT Scoring Conference Chairman will be responsible for controlling the participation of contractors. The duration of each conference will last approximately two days and the Government will notify the Contractor prior to the start of each conference of the date and location.

E.11.5 TEST INCIDENT REPORT (TIR) CLOSEOUT MEETINGS. The Government will conduct TIR closeout meetings within 120 days after conclusion of all DT and OT testing and reporting activities. The TIR closeout meeting will be held at PM-LAV and participants will include the Contractor, PM, LAV representatives and representatives from the Government Test Agencies. All open TIRs and FACARs will be discussed at this meeting to determine the status and action required to bring them to closure. Successful completion of DT and OT occurs when the PCO or his representative notifies the Contractor in writing that all TIRs have been officially closed. Official closure to a TIR is when a final response to each outstanding TIR is submitted by the Contractor per the requirements of E.11.8.3 and the Government determines that all reported test deficiencies are resolved to ensure that corrective actions are in accordance with the requirements of the ATWS P-Spec for DT and OT per E.11.8.3.3 and E.11.8.3.4.

E.11.6 CONTRACTOR TEST SUPPORT. Also refer to (C.3.8.10, C.3.8.12, C.3.8.14) entitled Contractor Test Support. The contractor shall provide an on-site Field Service Representative (FSR) for the first four weeks of testing (training time not included). After the initial four (4) weeks, on-call support shall be required for the duration of the Test period. On-call support is defined as provision of a point of contact (POC) telephone number and email address to answer questions during normal (test site) work scheduled hours. On-call support shall include phone calls, and if necessary, sending a FSR to the test site to resolve issues that cannot be resolved by phone. The FSR POC shall acknowledge receipt of a request for information within two (2) hours of receipt. If an FSR is required at the test site, he must arrive within twenty-four (24) hours of the acknowledgement of the request for information. The FSR shall advise and assist Government personnel with operation, maintenance and repair of the ATWS under test and any other equipment furnished under this contract. Interaction with the OT Team is at the discretion of the Government. Technical assistance shall also consist of observation and assisting in assessment of problems. The technical assistance shall also include preliminary investigation of test failures and the performance of on-site repair, as requested by the Government, as well as provide spare and repair parts as required at the test site.

E.11.7 TEST DEFICIENCIES DEFINITIONS.

E.11.7.1 A failure: Is defined as an event, or state, in which the test system or a component of the test system does not or would not perform as specified in the P-Spec.

E.11.7.2 A defect: Is defined as a nonconformance to a technical requirement. Defects are specified in the ATWS P-Spec. A defect is classified as critical, major or minor.

Critical - A characteristic in which a defect could cause hazardous or unsafe conditions for individuals using, maintaining, or depending on the product.

Major - A characteristic, other than critical, in which a defect could cause a complete failure, both physical and functional, or affect interchangeability.

Minor - A characteristic in which a defect is not likely to materially reduce the usability of the product.

E.11.7.3 IMPACT OF TEST FAILURES/DEFECTS. In the event of ATWS or component system test failures resulting from the integration of the ATWS turret, the Government reserves the right to retest the ATWS and vehicle systems upon correction of the defect(s) by the contractor. Corrective action must be to the complete extent and duration specified in the test program or to such lesser extent as the PCO shall consider appropriate in his sole discretion. The Government shall have the right to extend the specified test period due to contractor induced delays to the test program as a result of ATWS defects, retest of contractor's corrective action, or failure to adequately or timely furnish parts support. Extensions to the test period as a result of contractor induced delays and the cost to conduct a retest shall be at no additional cost to the Government. The Contractor shall bear all costs for test delays and retest that are its responsibility and shall reimburse the Government for its additional costs attributable to such Contractor induced delays in the conduct of the tests. The Contractor is not responsible for test delays resulting from vehicle failures not attributable to the ATWS integration. If the test period must be extended as a result of vehicle induced delays, the Government will be responsible for any additional Contractor support required to support the extended period of testing.

E.11.8 TEST INCIDENT REPORT (TIR)/FAILURE ANALYSIS & CORRECTIVE ACTION REPORT (FACAR).

E.11.8.1 PROCESSING TIRs AND FACARs. The Government will make available to the Contractor a copy of each TIR generated as a result of Government testing. TIRs will be provided to the Contractor electronically either by the PCO or the Contracting Officer Representative (COR) through the Armys VISION Data Library System (VDLS). Only TIRs affecting contractual compliance or performance will require a FACAR. The Government, within twenty (20) days after receipt of the TIR, will notify the Contractor electronically of those TIRs that will require a FACAR.

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E.11.8.2 Upon receipt of the Government's request for failure analysis, the Contractor shall submit a FACAR through VDLS electronically, in contractor format along with a notification to PM-LAV that the FACAR response has been input. The time frames specified for Critical, Major and Minor TIRs in E.11.8.3 and E.11.8.3.1 shall apply for all TIR responses. The following information shall be required on the FACAR:

- a. TIR Number.
- b. Failure analyses report number.
- c. Response Date.
- d. Contract number.
- e. Equipment title.
- f. Serial number of affected equipment.
- g. Date of failure.
- h. Type of Test that failed.
- i. Effect on equipment.
- j. Total test time at failure.
- k. Failure analysis results.
- l. Statement as to whether this was a pattern failure.
- m. Corrective action to be taken.
- n. Measures to prevent future failures.

E.11.8.3 FACAR RESPONSES. The contractor shall provide FACARs electronically to PM-LAV (Ref. E.11.8.3.1) within the following specified timelines:

- Critical Test Incident - 48 hours after receipt of TIR.
- Major Test Incident - Within ten (10) days after receipt of TIR.
- Minor Test Incident Thirty (30) days after receipt of TIR.
- Info. Test Incident Thirty (30) days, if required.

E.11.8.3.1 INTERIM RESPONSE. If a final FACAR cannot be provided within the time frames specified in CDRL A049, the Contractor shall submit an interim response within the following timelines:

- Critical TIRs - 24 hours after receipt.
- Major TIRs - 3 days after receipt.
- Minor TIRs - 10 days after receipt.

An interim response shall state the current status of the contractor's investigation, the reason why a final response cannot be provided within the time frame specified, and a date when the final response will be provided. Requests by the Contractor to modify or extend the time period of the initial interim response must be reviewed and approved by the PCO or his authorized representative before another extension can be authorized.

E.11.8.3.2 FINAL RESPONSES. Final responses are required for all TIRs (Critical, Major and Minor), within the time frames specified in E.11.8.3 unless the Contractor, per E.11.8.3.1, has submitted an interim response, then final responses are required on the date provided on the interim response. The contractor shall indicate the recommended corrective action and status ("Final" or "Interim") on each FACAR. PM, LAV will evaluate each final FACAR and determine if it is acceptable to close, or if it should remain open pending further information or testing. The PCO or his representative shall notify the contractor if further information or action is required or if the TIR is closed.

E.11.8.3.3 CORRECTION OF DEFICIENCIES. The Contractor shall be responsible for the correction of all deficiencies (Hardware & Software) identified during Government Development Testing and Operational Testing (DT and OT). A deficiency is defined as a failure to achieve the requirements of the P-Spec. Correction of these deficiencies shall include: Preparation of a Class I Engineering Change Proposal (ECP) to incorporate the correction into the configuration of the affected ATWS or vehicle, in accordance with the requirements for ECP development in Section C.3.8.13 and C.3.8.15; and implementation into the product baseline at no cost to the Government.

E.11.8.3.4 Government approval of a Correction of Deficiency (COD) ECP does not relieve the contractor of the responsibility for meeting the requirements of this contract. The Government retains the right to retest the Contractor's correction or ECP to verify that it corrects the deficiency. If it is determined through testing that the system is still deficient, the Contractor will be required to correct the deficiency in accordance with the requirements of this provision. The Contractor's COD responsibility is not fulfilled until all test deficiencies are resolved to ensure compliance with the requirements of the Performance Specification (Attachment 0001).

E.12 REFURBISHMENT OF DT AND OT ATWS TURRETS.

E.12.1 The Contractor shall refurbish each ATWS used for DT and OT to the production configuration when directed by the Government, at a cost to be negotiated. Production configuration is when the ATWS meets all the criteria for "Condition Code A" as defined in the ATWS Technical Manual and has had all the production upgrades incorporated as delineated in the production TDP. Upon release by the Government from use in DT/OT and Validation and Verification test, each installed ATWS shall be delivered to the Contractor for

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evaluation to determine its condition and the effort required to restore it to a Condition Code "A" production configuration. Upon successful completion of this evaluation the contractor shall submit a Refurbishment Report to the Government in accordance with CDRL A083 (ATWS Refurbishment Report) for Government review and approval. The Refurbishment Report shall be in Contractor format and shall include a detailed list of required corrective actions and upgrades along with a cost estimate for the refurbishment of each ATWS. If refurbishment authorized by supplemental agreement, the ATWS shall be refurbished.

E.12.2 During the contractor's evaluation and refurbishment period of the ATWS , the Government reserves the right to witness any or all of the Contractor's inspection and refurbishment efforts.

E.12.3 If refurbishment is authorized, the Contractor upon completion of refurbishment shall notify the Government ten (10) days prior to final inspection and perform this inspection IAW the requirements of the ATWS, Quality Conformance Inspection and Test Procedures (QCI & TP). The Government shall witness this inspection to verify ATWS performance and that all required repairs and modifications were accomplished. All ATWSs that have been satisfactorily refurbished shall be shipped as part of the production quantity in accordance with the procedures set forth in Section F for the shipment of production ATWS Turrets.

E.12.4 GOVERNMENT FURNISHED EQUIPMENT (GFE)/GOVERNMENT FURNISHED MATERIAL (GFM). During the course of this contract, the Contractor shall be supplied GFE/GFM. The Contractor shall inspect such GFE/GFM upon receipt to determine its adequate count and condition. All deficiencies discovered during this inspection shall be documented on a Quality Deficiency Report (SF form 368) and submitted to PCO and the DCMA QAR, by electronic media, within fifteen (15) days from time of inspection (ref. C.3.2). Handling of GFE/GFM shall be in accordance with the Contractor's Quality Program (Section E.3.1). The Government will be responsible for quality deficient GFE/GFM received.

PHASE II - PRODUCTION OPTION

E.13 QUALITY ASSURANCE PLAN UPDATE PHASE II. If the production option is exercised, the Contractor shall update their QA Program Manual or Plan. The Contractor's updated Quality Assurance Program shall be implemented within sixty (60) days after Phase II option is exercised. Reference section E.3.

E.13.1 ATWS INSPECTION AND ACCEPTANCE POINT (ORIGIN):

Put name and address here.

E.13.2 INSPECTION AND ACCEPTANCE POINT (ATWS INSTALLATION) (DESTINATION):

Put name and address here.

E.13.3 INSPECTION AND ACCEPTANCE POINT (Data). The inspection and acceptance of any data delivered under this contract shall be at destination. Destination shall be as set forth in the SOW paragraph or CDRL associated with the data item.

E.13.4 QUALITY SYSTEM AUDITS/INSPECTIONS. Reference section E.3.

E.13.5 INSPECTION EQUIPMENT. Reference paragraph E.5.

E.13.6 DRAWINGS FOR INSPECTION. Reference paragraph E.6.

E.13.7 SECTION 3 & 4 OF THE PERFORMANCE SPECIFICATION (P-Spec). Section 3 of the P-Spec (Attachment 01) provides the performance characteristics and test requirements for the LAV-ATA2 ATWS. Section 4 (inclusive), "Quality Assurance and Test Provisions" constitutes quality assurance requirements tests along with those requirements set forth in this contract.

E.13.8 IN-PROCESS INSPECTION. The Government reserves the right to inspect end items or any parts and components during all manufacturing processes and reject such material that does not conform to either Government or contractor drawing and specifications. Such inspections by the Government may be performed at the contractor's predetermined inspection stations. All deficiencies detected during any contractor or Government inspection (end item or in-process) shall be corrected by the contractor at no cost to the Government. During any Government inspection, the contractor shall provide assistance upon request.

E.13.9 INSPECTION OF PRODUCTION ATWS. The Contractor shall conduct a complete inventory and final inspection of each ATWS prior to delivery. The final inspection shall be conducted utilizing the Contractor prepared QCI & TP (Part I) delineated in Section E.4. Deficiencies detected during this inspection by the Contractor or Government shall be described in writing on the deficiency sheet attached to the QCI & TP and shall be corrected by the Contractor prior to conditional acceptance by the Government. If a trend of quality or workmanship deficiencies becomes apparent the Government has the right to stop acceptance of ATWS, or the installation of ATWS in the remaining fleet of vehicles, until the contractor corrects all the reported deficiencies.

E.13.10 CHANGE OF SUPPLIERS. If the Contractor changes sources of supply for any components or material that affects provisioned items, technical publications, or certifications, the Product Manager (PM-LAV) shall be notified. The Government reserves the right to require the Contractor to conduct another component level First Article Test. If required, this testing shall be successfully accomplished at

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contractor's expense prior to acceptance of any item containing the component furnished by the different supplier.

E.13.11 PRODUCT QUALITY DEFICIENCY REPORTS (CONTRACTOR SUPPLIED ITEMS).

E.13.11.1 The Contractor shall investigate, conduct failure analysis, and provide a corrective action response to all Product Quality Deficiency Reports (PQDRs - SF 368) generated by the user. PQDR investigations and failure analysis responses shall be limited to only the ATWS components and LAV-ATA2 items and components that fail as a result of the ATWS or the integration process under this contract. The Contractor shall conduct PQDR investigations for a period of two years after the last ATWS is shipped to the Customer. All PQDRs will be submitted for response through the PCO or his authorized representative. The Contractor shall notify the Government within five (5) days after receipt of each PQDR if an exhibit is required for failure analysis. The exhibit request shall include detailed instructions as to where the exhibit is to be sent along with a point of contact. Upon completion of the Contractor's investigation, a PQDR investigation report shall be prepared and provided (in contractor format), outlining the results of the investigation, summary of any failure analysis performed, and proposed corrective action to PM, LAV, IAW CDRL A018. All PQDR corrective action responses shall be provided to the Government within the following time frames:

a. Category I Twenty (20) days without exhibit or twenty (20) days after receipt of requested exhibit. A Category I Deficiency is defined as a product quality deficiency which may cause death, injury, or severe occupational illness; would cause loss of or major damage to a weapon system; directly restricts the combat readiness capabilities of a using organization; or which would result in a production line stoppage.

b. Category II Thirty (30) days without exhibit or thirty (30) days after receipt of requested exhibit. A Category II Deficiency is defined as a product quality deficiency which does not meet the criteria set forth for Category I.

E.13.11.2. In the event that more time is required to complete a PQDR investigation, the Contractor may request from the PCO or his authorized representative that an extension be granted. This request shall include a complete summary of the work performed to date, justification for the requested extension, and the date when the final response will be provided.

E.14 FIRST ARTICLE TEST REQUIREMENTS.

E.14.1 First Article Approval - Government Testing. The clause titled, "First Article Approval- Government Testing, FAR Part 52.209-4 is applicable to this contract. The First Article requirements (if the production option is exercised) is a First Production ATWS Turret Inspection (FPTI) and a Product Verification Test (PVT).

E.14.1.1 The Government may "Conditionally Accept" production ATWSs prior to satisfactory completion of the first article requirement in order to meet the ATWS delivery schedule. The contractor shall be responsible for correction of all defects on ATWSs that were conditionally accepted by the Government prior to satisfactory completion of the first article requirement regardless of the conditionally accepted ATWS geographical location. Final acceptance by the Government of such conditionally accepted ATWSs shall be made after satisfactory completion of all first article requirements and after all defects on the conditionally accepted ATWSs are corrected to the satisfaction of the Government.

E.14.1.2 In the event that during the course of the contract, the place of manufacture of end item(s) changes geographical location, the Government may elect to have the contractor repeat all or portions of the first article requirements.

E.14.1.3 Component First Article Testing: First Article Tests shall be required on the MITAS to assure compliance to its System Performance Specifications (SPS). The Government reserves the right to be present at any such testing. The Contractor shall notify the Government a minimum of twenty (20) days prior to conducting a test. Failure to notify the Government within the time limit may be grounds to reject the test.

E.15 FIRST PRODUCTION ATWS TURRET INSPECTION (FPTI).

E.15.1 Pursuant to the clause FAR 52.209-4 of this contract, the first production ATWS shall be subjected to inspections by the Contractor and Government. These inspections shall be in accordance with the provisions contained in this contract and as stated or referenced in the ATWS Performance Specification (Attachment 01). At least twenty (20) calendar days prior to submission of the FPTI for final inspection, the Contractor shall furnish written notice to the PCO of the time and location of the inspection, so that Government representatives may witness and participate in the inspection(s). The contractor shall make available to the Government any records of inspection and tests that have previously been conducted on the ATWS and their components.

E.15.2 FPTI REPORT. An FPTI report shall be prepared and submitted to Government, IAW CDRL A050 (First Production Turret (ATWS) Inspection Report). The test report shall be prepared in Contractor format and shall identify all tests and inspections conducted and report all deficiencies detected. The report shall specify the corrective action taken for each reported deficiency and the action taken to preclude this discrepancy from being repeated on follow-on ATWS production.

E.15.3 FPTI CONDITIONAL APPROVAL. The PCO shall, by written notice within twenty (20) calendar days after receipt of the FPTI report, conditionally approve or disapprove the FPTI turret. The notice of approval or disapproval will not relieve the contractor from complying with all requirements of the ATWS P-Spec and all other terms and conditions of this contract. A notice of conditional approval

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deficiencies are resolved to ensure compliance with the requirements of the ATWS P-Spec. and LAV-A2 Purchase Description.

E.16.5 CONTRACTOR TEST SUPPORT. All of the requirements of paragraph E.11.6 shall apply to Phase II.

E.16.5.1 During PVT testing the Contractor shall provide TIR and FACAR support IAW Section E.11.4, E.11.5, and E.11.8.

E.16.6 TEST DEFICIENCIES. All of the requirements of paragraph E.11.7 (inclusive) shall apply to Phase II with the exception of Correction of Deficiencies (COD). The COD requirements of paragraphs E.16.4 shall apply to Phase II.

E.16.7 TEST MEETINGS. The Government will conduct approximately four (4) Test Integrated Process Team meetings (TIPT) a year and four (4) Scoring and Assessment Conferences in support of the PVT. The duration of each meeting or conference will last approximately three days and the Government will notify the Contractor prior to the start of each conference of the date and location. All of the requirements of paragraph E.11.3 (inclusive) shall apply to PVT.

E.17 REFURBISHMENT OF PVT ATWS.

E.17.1 The Contractor shall refurbish each ATWS used for PVT to a Condition Code "A" status when directed by the Government, at a cost to be negotiated. Condition Code "A" is when the ATWS meets all the criteria for "Condition Code A" as defined in the ATWS Technical Manual. Upon successful completion of PVT, each ATWS shall be inspected by the Government to determine its condition. If refurbishment is required, the Government will enter into a supplemental agreement with the Contractor for ATWS refurbishment.

*** END OF NARRATIVE E0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-5	52.247-29	F.O.B. ORIGIN	FEB/2006
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-10	252.211-7006	RADIO FREQUENCY IDENTIFICATION	FEB/2007
F-11	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-12	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-13	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

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

(1) To be completed by the offeror:

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

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

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

(iv) Number of items per container _____ each;

(v) Gross weight of container and contents ____ Lbs;

(vi) Palletized/skidded ___Yes ___ No;

(vii) Number of containers per pallet/skid _____;

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

(ix) Size of pallet/skid and contents _____ Lbs Cube _____;

(x) Number of containers or pallets/skids per railcar _____ *

Size of railcar _____

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____ *

Size of trailer _____ Ft

Type of trailer _____

* Number of complete units (contract line item) to be shipped in carriers equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

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- (ii) Tender/Tariff _____;
- (iii) Item _____.

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

(End of Clause)

F-14 252.211-7003 ITEM IDENTIFICATION AND VALUATION AUG/2008

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"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.

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"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.

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

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

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

(c) Unique item identifier.

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

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

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

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

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number: N/A.

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

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

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

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

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

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(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.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

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

(ii) The issuing agency code

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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.

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

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

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- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

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

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

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

(End of clause)

F-15 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

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

(b) The Contractor will request:

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

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

[End of Clause]

F-16 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this

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information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

- [] are
- [] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME) (LOCATION)

(3) Facilities for shipping by water

- [] are
- [] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- [] are
- [] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: _____/Unit MOTOR: _____/Unit WATER: _____ /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

Delivery/Performance:

F.1 Effort required under CLIN 0001AA (Development Engineering, Contractor Program Management and Integrate Logistics Support Data) shall be completed by 365 days after contract award.

F.2 Effort required under CLIN 0001AB (Development Engineering, Contractor Program Management and Integrate Logistics Support Data) shall be completed by 730 days after contract award.

F.3 Effort required under CLIN 0001AC (Development Engineering, Contractor Program Management and Integrate Logistics Support Data) shall be completed by 1095 days after contract award.

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F.4 Effort required under CLIN 0003AA (Developmental Test Support, Training and System Support Package) shall be completed by 2012 July 13.

F.4.1 Effort required under CLIN 0003AA will be conducted at Redstone Test Center (RTD).

F.5 Effort required under CLIN 0003AB (Operational Test Support, Training and System Support Package) shall be completed by 2013 November 13.

F.5.1 Effort required under CLIN 0003AB will be conducted at Marine Corps Air/Ground Combat Center, 29 PALMS California.

F.6 Effort required under CLIN 0003AC (Find, Fix and Refurbish), shall be completed by 2012 July 13.

F.7 Effort required under CLIN 0008AA (PVT Test Support Option) shall be completed by 2015 July 13.

F.7.1 Effort required under CLIN 0008AA (PVT Test Support Option) will be conducted at Aberdeen Proving Grounds(APG).

F.8 Effort required under CLIN 0008AB (New Equipment Training Option) shall be completed in accordance with SOW C.3.9.13.10 and CDRL A061.

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-2	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

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

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(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) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(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 CCR 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: DAMI_acqcenweb@conus.army.mil or by calling (586) 282-7059.

H-3	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	AUG/2010
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(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

(b) For those rare cases where the Material Inspection and Receiving Report (DD 250) is used to process receiving reports for inspection, acceptance, and payment, use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) E-mail DAMI_DD250@conus.army.mil

(2) Datafax using this fax number: (586) 282-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for

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the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html>

[End of Clause]

H.1 Option to Acquire Government Purpose Rights:

The Contractor shall provide a priced option for the Government to acquire complete Government Purpose Rights to the remainder of the Technical Data Package that would otherwise be Limited Rights data in accordance with DFARS 252.227-7013.

CLIN:	Description:	Quantity:	Period to Exercise Option:
0010AA	Unlimited Technical Data Rights	N/A	TBD

H.2 Options:

The Government reserves the right to exercise the following separately priced options.

PHASE I Engineering Manufacturing & Development:

CLIN:	Description:	Quantity:	Period to Exercise Option:
0002AB	EMD Prototype	1	No later than 730 days after contract award
0002AC	EMD Prototype	1	No later than 1,095 days after contract award

PHASE II Production:

The Below Production options CLINS 0004AA to 0007AA shall be designed, built, tested and delivered in accordance with the Performance Specifications, Attachment 0001;

CLIN:	Description:	Quantity:	Period to Exercise Option:
0004AA	LAV-AT Turret	34	No later than 1,095 days after contract award
0005AA	LAV-AT Turret	35	No later than 1,460 days after contract award
0006AA	LAV-AT Turret	24	No later than 1,825 days after contract award
0007AA	LAV-AT Turret	21	No later than 2,190 days after contract award

CLIN:	Description:	Quantity:	Period to Exercise Option:
0008AA	PVT Test Support Option	N/A	No later than 1,095 days after contract award (In accordance with Section E.11.6 and C.38.22)
0008AB	Equipment Training Option	N/A	No later than 1,460 days after contract award (In accordance with Section C.3.9.13.10)
0009AA	ILS Update, Manuals Option	N/A	No later than 1,460 days after contract award (In accordance with Section C.9)

H.3 Provision 52.214-4003 (Local Warren) (All or None)/MAR 1998:

The terms and conditions of this provision 52.214-4003 are not applicable to CLIN 0010AA (Unlimited Technical Data Rights Option).

H.4 Option for Additional Production Items (CLINS 0005AA-0007AA):

In the event that the Government does not exercise option CLINS 0002AB or 0002AC, the Government may increase the quantity available under 0005AA-0007AA by two (2) each total at the same unit price as the production option.

H.5 Organizational Conflict of Interest:

H.5.1 The Contractor and its subcontractors, consultants, parents, subsidiaries, joint ventures, or other business affiliates of any tier may be excluded from performing under this contract if the Contracting Officer finds an organizational conflict of interest due to bias or unfair competitive advantage. A similar provision is expected to apply to follow-on solicitations and contracts. Exceptions may be granted by modification to the contract for relationships where the Government agrees that either 1) the potential for bias or unfair competitive advantage is essentially non-existent, 2) a means of controlling the relationship to effectively neutralize the potential conflict can be reached, or 3) there is no way to perform the Governments requirements without such potential. This restriction begins on the date of award of this contract or any subcontract or other relationship hereunder and expires on the completion of the contract/subcontract.

H.5.2 The Contractor shall flow down this provision in any subcontracts or other related instruments (of all tiers). The Contractor shall monitor activities of itself and subcontractors and related entities, and promptly disclose any actual or potential OCOI and any actions taken or proposed to negate or mitigate such conflicts.

H.5.3 Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to

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be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
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, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2010
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-22	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) -- ALTERNATE I (OCT 2009)	OCT/2009
I-23	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-24	52.216-8	FIXED FEE	MAR/1997
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-26	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-27	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUL/2010
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-33	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-35	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-36	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-37	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-42	52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP/2010
I-43	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-44	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-45	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-46	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-47	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007
I-48	52.227-13	PATENT RIGHTS--OWNERSHIP BY THE GOVERNMENT	DEC/2007
I-49	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-50	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-51	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-52	52.230-2	COST ACCOUNTING STANDARDS	OCT/2010
I-53	52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES -- FOREIGN CONCERNS	JUN/2010
I-54	52.230-5	COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION	OCT/2010
I-55	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-56	52.232-1	PAYMENTS	APR/1984

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I-57	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-58	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-59	52.232-11	EXTRAS	APR/1984
I-60	52.232-17	INTEREST	OCT/2010
I-61	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-62	52.232-22	LIMITATION OF FUNDS	APR/1984
I-63	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-64	52.232-25	PROMPT PAYMENT	OCT/2008
I-65	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-66	52.233-1	DISPUTES	JUL/2002
I-67	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
I-68	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-69	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-70	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-71	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-72	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-73	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-74	52.242-13	BANKRUPTCY	JUL/1995
I-75	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-76	52.243-2	CHANGES--COST REIMBURSEMENT	AUG/1987
I-77	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-78	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-79	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-80	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010) -- ALTERNATE I (JUN 2010)	JUN/2010
I-81	52.245-1	GOVERNMENT PROPERTY	AUG/2010
I-82	52.245-9	USE AND CHARGES	AUG/2010
I-83	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-84	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-85	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-86	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-87	52.248-1	VALUE ENGINEERING	OCT/2010
I-88	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-89	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-90	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-91	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-92	52.249-14	EXCUSABLE DELAYS	APR/1984
I-93	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-94	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-95	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-96	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-97	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-98	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	SEP/2010
I-99	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-100	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-101	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-102	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-103	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-104	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-105	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-106	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-107	252.211-7000	ACQUISITION STREAMLINING	OCT/2010
I-108	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	NOV/2010
I-109	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	OCT/2010
I-110	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-111	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-112	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-113	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-114	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	OCT/2010

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I-115	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-116	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-117	252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS	JUL/2009
I-118	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JAN/2011
I-119	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-120	252.225-7013	DUTY-FREE ENTRY	DEC/2009
I-121	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-122	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2010
I-123	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-124	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-125	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-126	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-127	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-128	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011) -- ALTERNATE I (JUN 1995)	JUN/1995
I-129	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	MAR/2011
I-130	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-131	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-132	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-133	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JAN/2011
I-134	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-135	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-136	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-137	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-138	252.229-7002	CUSTOMS EXEMPTIONS (GERMANY)	JUN/1997
I-139	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
I-140	252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
I-141	252.229-7008	RELIEF FROM IMPORT DUTY (UNITED KINGDOM)	JUN/1997
I-142	252.229-7010	RELIEF FROM CUSTOMS DUTY ON FUEL (UNITED KINGDOM)	JUN/1997
I-143	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-144	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-145	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-146	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-147	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-148	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-149	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
I-150	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-151	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-152	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-153	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	JUL/2009
I-154	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-155	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-156	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	NOV/2010
I-157	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	FEB/2011
I-158	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	FEB/2011
I-159	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-160	252.246-7001	WARRANTY OF DATA	DEC/1991
I-161	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-162	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-163	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-164	52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC/2007

(a) Definition.

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

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(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

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

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington DC 22202-2884.

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract

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

(2) Is performed entirely outside the United States.

(End of clause)

I-165

52.216-7

ALLOWABLE COST AND PAYMENT

DEC/2002

(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 30th 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

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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

(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.

(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

(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.

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(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.

(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 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 Contractor's indemnification of the Government against patent liability.

(End of Clause)

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I-166 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 AMOUNT TO BE NEGOTIATED 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-167 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

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

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

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

I-168 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

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Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I-169 52.227-13 PATENT RIGHTS--OWNERSHIP BY THE GOVERNMENT (DEC 2007) -- ALTERNATE I JUN/1989
(JUN 1989)

(a) Definitions. 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, means the conception or first actual reduction to practice of the invention; or

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

Practical application means to manufacture, in the case of a composition or 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 reasonable terms.

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

(b) Ownership.

(1) Assignment to the Government. The Contractor shall assign to the Government title throughout the world to each subject invention, except to the extent that rights are retained under paragraphs (b)(2) and (d) of this clause.

(2) Greater rights determinations.

(i) The Contractor, or an employee-inventor after consultation with the Contractor, may request greater rights than the nonexclusive license provided in paragraph (d) of this clause. The request for a greater rights must be submitted to the Contracting Officer at the time of the first disclosure of the subject invention pursuant to paragraph (e)(2) of this clause, or not later than 8 months thereafter, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. Each determination of greater rights under this contract normally shall be subject to paragraph (c) of this clause, and to the reservations and conditions deemed to be appropriate by the agency.

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(ii) Upon request, the Contractor shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention in any country for which the Contractor has retained title.

(iii) Upon request, the Contractor shall furnish the agency an irrevocable power to inspect and make copies of the patent application file.

(c) Minimum rights acquired by the Government.

(1) Regarding each subject invention to which the Contractor retains ownership, the Contractor agrees as follows:

(i) The Government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world. The license will include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements: -1-

(ii) The agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c) and in accordance with the procedures set forth in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of the contract award.

(iii) Upon request, the Contractor shall submit periodic reports no more frequently than annually on the utilization, or efforts to obtain utilization, of a subject invention 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 any 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 proceedings undertaken by the agency in accordance with paragraph (c)(1)(ii) of this clause. To the extent data or information supplied under this section is considered by the Contractor, or its licensees, or assignees to be privileged and confidential and is so marked, the agency, to the extent permitted by law, will not disclose such information to persons outside the Government.

(iv) When licensing a subject invention, the Contractor shall

(A) Ensure that no royalties are charged on acquisitions involving Government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the Government;

(B) Refund any amounts received as royalty charges on a subject invention in acquisitions for, or on behalf of, the Government;

(C) Provide for this refund in any instrument transferring rights in the subject invention to any party.

(v) When transferring rights in a subject invention, the Contractor shall provide for the Governments rights set forth in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(2) Nothing contained in paragraph (c) of this clause shall be deemed to grant to the Government rights in any invention other than a subject invention.

(d) Minimum rights to the Contractor.

(1) The Contractor is hereby granted a revocable, nonexclusive, paid-up license in each patent application filed in any country on a subject invention and any resulting patent in which the Government obtains title, unless the Contractor fails to disclose the subject invention within the times specified in paragraph (e)(2) of this clause. The Contractors license extends to any of its 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 Contractors business to which the subject invention pertains.

(2) The Contractors 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).

(3) When the Government elects not to apply for a patent in any foreign country, the Contractor retains rights in that foreign country to apply for a patent, subject to the Governments rights in paragraph (c)(1) of this clause.

(e) Invention identification, disclosures, and reports.

(1) The Contractor shall establish and maintain active and effective procedures to educate its employees in order to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters. The procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show the procedures for identifying and disclosing subject inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of these procedures for evaluation and for a determination as to their effectiveness.

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(2) 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 or, if earlier, within 6 months after the Contractor becomes aware that a subject invention has been made, but in any event before any on sale (i.e., sale or offer for sale), public use, or publication of the subject invention known to the Contractor. The disclosure shall identify the contract under which the subject invention was made and the inventor(s). 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, or public use of the subject invention and 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.

(3) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or a longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period, and stating that all subject inventions have been disclosed (or that there are none) and that the procedures required by paragraph (e)(1) of this clause have been followed.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were none, and listing all subcontracts at any tier containing a patent rights clause or stating that there were none.

(4) 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 Contractors 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 Governments rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (e)(2) 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.

(5) Subject to FAR 27.302(i), the Contractor agrees that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether

(i) Any inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by paragraphs (e)(1) and (e)(4) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) The Contractor shall disclose to the Contracting Officer, for the determination of ownership rights, any unreported invention that the Contracting Officer believes may be a subject invention.

(3) Any examination of records under paragraph (f) of this clause will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment. (This paragraph does not apply to subcontracts.)

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if, in the Contracting Offices opinion, the Contractor fails to

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to paragraph (e)(1) of this clause;

(ii) Disclose any subject invention pursuant to paragraph (e)(2) of this clause;

(iii) Deliver acceptable interim reports pursuant to paragraph (e)(3)(i) of this clause; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (i)(4) of this clause.

(2) The Contracting Officer will withhold the reserve or balance until the Contracting Officer has determined that the Contractor has

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rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) The Contracting Officer will not make final payment under this contract before the Contractor delivers to the Contracting Officer, as required by this clause, all disclosures of subject inventions, an acceptable final report, and all due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized. The Contracting Officer will not withhold any amount under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment shall not be construed as a waiver of any Government rights.

(h) Preference for United States industry. Unless provided otherwise, 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 may be waived by the agency upon a showing by the Contractor or 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.

(i) Subcontracts.

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

(2) In the event of a refusal by a prospective subcontractor to accept the clause, the Contractor

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractors reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In subcontracts at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by the patent rights clause constitute a contract between the subcontractor and the agency with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(End of clause)

I-170 52.229-7 TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS JAN/1991

(a) Contract date, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of TO BE DETERMINED AT TIME OF AWARD have agreed shall not apply to expenditures made by the United States in , or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of TO BE DETERMINED AT TIME OF AWARD. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(c) If, after the contract date, the Government of the United States and the Government of TO BE DETERMINED AT TIME OF AWARD agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in , the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(End of Clause)

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I-171 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of TO BE DETERMINED AT TIME OF AWARD or from which the Contractor or any subcontractor under this contract is exempt under the laws of TO BE DETERMINED AT TIME OF AWARD, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

I-172 52.229-9 TAXES--COST REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of -Will Be completed if applicable-, or from which any subcontractor under this contract is exempt under the laws of -Will Be completed if applicable-, shall not constitute an allowable cost under this contract.

(b) If any subcontractor obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid (not credited to the contract) to the Treasurer of the United States at the time the Federal income tax return is filed.

(End of Clause)

I-173 52.232-16 PROGRESS PAYMENTS AUG/2010

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

(a) Computation of amounts.

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

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

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

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

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

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

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

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

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

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(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

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

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

Name of Offeror or Contractor:

(i) Reservations of rights.

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

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

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

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

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

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

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

(1) The amounts included are limited to --

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

(ii) Any unpaid subcontractor requests for financing payments.

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

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

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

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the

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definition and standards for acquisition of commercial items in FAR Part 2 and 12;

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

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

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

(End of Clause)

I-174

52.243-7

NOTIFICATION OF CHANGES

APR/1984

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 14 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the

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notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

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

(d) Government response. The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the

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right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

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

(End of Clause)

I-175 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) -- ALTERNATE I (MAY MAY/2006
2006)

(a) Contract line item -1- is incrementally funded. The sum of \$ * is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Governments convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractors best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractors notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled Disputes.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

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(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract To be Determined

(End of clause)

* To be inserted after negotiation.

I-176 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM APR/2008

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(b) If this contract has a value of \$50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than \$50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (a) of this clause.

(g) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50,000,000 or more, the following subcontractors shall comply with the requirements of this clause:

TBD

(2) For subcontracts valued at less than \$50,000,000, the following subcontractors shall comply with the requirements of this

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clause, excluding the requirements of paragraph (b) of this clause:

TBD

(End of clause)

I-177 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Program Management Office of Light Armored Vehicles, under Contract No. To Be Determined.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Government

(End of clause)

I-178 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION -- OCT/2010
2011-0001)

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) Public access to information in FAPIIS. (i) Public requests for system information that was posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I-179 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY JAN/2011
MATTERS (JAN 2011) -- ALTERNATE I (JAN 2011)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I-180 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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

(b) The Contractor shall --

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

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

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

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

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

(End of Clause)

I-181 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns.

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

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

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

Name of Offeror or Contractor:

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

___ Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(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.

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"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/services/contractingopportunities/sizestandardstopics/>.

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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-183

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 Governments rights in data furnished under this contract with respect to hazardous material are as follows:

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

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

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

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

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

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

(End of Clause)

I-184 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-185 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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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-186 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-187 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcm.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is

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(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Governments exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

I-190 252.229-7001 TAX RELIEF (JUN 1997) -- ALTERNATE I (JUN 1997) JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractors government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ (Offeror insert) RATE (PERCENTAGE): _____ (Offeror insert)

(b) The Contractors invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Governments exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)

I-191 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

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

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

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

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

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

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

[End of Clause]

I-192 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program,

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eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LISTS	11-FEB-2002	080	EMAIL
Attachment 0001	FOUO - PERFORMANCE SPECIFICATIONS	31-JAN-2011	038	EMAIL
Attachment 0002	FOUO - MODIFIED FOLAV DEMONSTRATED PERFOR(FOUO) MANCE SPECIFICATION (FOLAV DPS)	20-OCT-2010	020	EMAIL
Attachment 0003	CRITICAL MILESTONE SCHEDULE	17-AUG-2010	001	EMAIL
Attachment 0004	GOVERNMENT FURNISHED PROPERTY (GFE/GFI)	30-MAR-2011	002	EMAIL
Attachment 0005	FOUO - MEARS DEMO	30-JUN-2010	023	EMAIL
Attachment 0006	FOUO - PM-LAV IUID IMPLEMENTATION	28-JUN-2010	035	EMAIL
Attachment 0007	RESERVED			DATA
Attachment 0008	LEVELS OF MAINTENANCE	30-MAR-2011	004	EMAIL
Attachment 0009	FOUO - FINAL LAV ISMP	31-DEC-2010	070	EMAIL
Attachment 0010	MILITARY OCCUPATIONAL SPECIALTIES	30-MAR-2011	001	EMAIL
Attachment 0011	RESERVED			DATA
Attachment 0012	TECH MANUAL CONTRACT REQUIREMENTS (TMCR) LAV-ATM PROGRAM	30-MAR-2011	008	EMAIL
Attachment 0013	RESERVED			DATA
Attachment 0014	WBS	30-MAR-2011	001	EMAIL
Attachment 0015	LAV-ATM SYSTEMS ENGINEERING PLAN (SEP)	12-MAY-2010	137	EMAIL
Attachment 0016	RESERVED	30-MAR-2011		DATA
Attachment 0017	SAFETY SYSTEM PROGRAM LAV-AT	30-MAR-2011	005	EMAIL
Attachment 0018	PAST PERFORMANCE QUESTIONNAIRE	30-MAR-2011	006	EMAIL
Attachment 0019	FOUO - INTERGRATED SYSTEM MATURITY LEVELS AND SYSTEM INTEGRATION MATURITY SUBFACTOR	30-MAR-2011	005	EMAIL
Attachment 0020	RESERVED			DATA
Attachment 0021	RESERVED			DATA
Attachment 0022	RESERVED			DATA
Attachment 0023	PRICE QUESTIONNAIRE	30-MAR-2011	002	EMAIL

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION	JUL/2009
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
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	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-6	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-7	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-8	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2011

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

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

(viii) 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.

(ix) 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.

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

(xi) 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.

(xii) 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.

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

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

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

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$67,826, the provision with its Alternate II applies.

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

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

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran -- Certification. This provision applies to all solicitations.

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

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

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

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

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

Name of Offeror or Contractor:

- ___ (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) 52.223-13, Certification of Toxic Chemical Release Reporting.
- ___ (vii) 52.227-6, Royalty Information.
- ___ (A) Basic.
- ___ (B) Alternate I.
- ___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change

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

(End of Provision)

K-9	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
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(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(End of Provision)

K-10	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	AUG/1987
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Name of Offeror or Contractor:

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

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-11 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JAN/2011
(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--

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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

(End of provision)

K-12 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

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

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

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

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

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

(2) Outside the United States.

(End of provision)

K-13 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION OCT/2008

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Note: This notice does not apply to small businesses or foreign governments.
This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror

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further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- yes
- no

(End of provision)

K-14 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

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

- Yes No

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

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

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

(End of Provision)

K-15 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

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(End of provision)

K-18 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
 (TACOM)

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

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

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

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

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

[End of Provision]

K-19 52.215-4010 AUTHORIZED NEGOTIATORS JUN/2008
 (TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

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

[End of Provision]

K-20 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]

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Evaluation factor: \$_____ \$_____

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

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

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

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

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

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)	OCT/1997
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-9	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-10	252.234-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	APR/2008
L-11	252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM	NOV/2010
L-12	52.215-1 ALT I AND II	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS, Alternates I and II	JAN/2004
L-13	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; [xx] 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-14	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Cost Plus Fixed Fee (CPFF) with Firm Fixed Price (FFP) elements contract resulting from this solicitation.

(End of Provision)

L-15	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 TACOM Contracting Center Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Road, Warren, MI 48397-500

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

(End of Provision)

L-16	252.211-7001	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS	MAY/2006
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

PM-Light Armored Vehicles.

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6501 East 11 Mile Road Warren, MI 48397-5000

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

L-17 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL AUG/1998
SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART
101-29

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

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

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

L-18 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

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

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

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

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

(End of Provision)

L-19 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

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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, CCTA-CPF, 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-23 52.215-4400 ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT JUL/2005

1. Contractor will comply with all Department of the Army Directives, AR 380-5, AR 380-67, AR 25-1, AR 25-2, AR 380-3, AR 380-10, Commander - US Army Garrison Michigan (USAG-M), Directorate of Information Management (DOIM) and Directorate Intelligence Security Division, memorandums, and numbered messages. All information systems (IS) require accreditation and certification and must be approved by the Designated Approval Authority (DAA). Approval is required prior to any IS connection to the network is accepted. Personnel requiring access to sensitive defense information, because of their duties in repairing or working on IS equipment or software, will be appropriately investigated based on the sensitivity of the Information Technology (IT) position held in accordance with AR 25-2. Before a technician can work on IT hardware/software, the background investigation must be initiated

a. The requesting agency/contractor should have a contract with USAG-M and an on-site Information Assurance Security Officers (IASO). The IASO shall be knowledgeable of AR 25-2 and other security requirements, and would be the person responsible for that agency/contractor.

b. If remote access to Garrison-Michigan networks, hereby known as Garrison-Michigan networks, is needed for this agency/contractor to monitor Garrison-Michigan networks unclassified network, the agency/contractor must use a National Security Agency approved method to encrypt this information if it is sent/received outside this Command. The use of a commercial Internet Service Provider mail account or ftp for receipt or storage of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.

2. The security measures below are consistent with Dept of the Army security policies and directives and are required to protect all associated Garrison-Michigan networks. The goal is to ensure the confidentiality, integrity, and availability of Dept of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

a. In accordance with (IAW) AR 25-2, agency/contractor employees must be designated as IT I, IT II, or IT III positions. Personnel who require access to sensitive and/or classified defense information because of their duties with an IS will be appropriately investigated based on the sensitivity of the IT position held in accordance with AR 25-2. Before assumption of IT duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) direct to Defense Security Service for each individual requiring access. A copy of the SF85P or SF86 must be sent to AMSTA-CM-SC for review, who will summarize their findings and provide same to the USAG-M Designated Approving Authority (DAA) who can grant interim access to agency/contractor employees if the required investigation has been submitted by your FSO to Defense Security Service (DSS) and a EPSQ receipt is faxed to AMSTA-CM-SC at DSN 786-6362, or (586) 574-6362 - AND if there are no derogatory issues found. The SF85P or SF86 copies can be mailed to: CDR U.S. Army TACOM, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-SC, Warren, MI 48397-5000. Contractor will be responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request contractor will provide security investigation data to Directorate Intelligence Security Division, so their personnel can be

Name of Offeror or Contractor:

incorporated into the Garrison-Michigan Security Clearance Roster.

b. Personnel assigned to IT-I positions must have completed an SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLIC), and proof of the initiation of the Single Scope Background Investigation, before access to a Department of the Army automation network and information can be granted.

c. Personnel assigned to IT-II & III positions must have completed a SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLIC).

d. All agency/contractor employees who have access to Garrison-Michigan IS must complete Computer User Information Awareness Training annually. Proof of completion will be retained by the IASO.

e. All agency/contractor employees who have access to Garrison-Michigan IS must each read and sign a copy of Acceptable Use Policy (AUP) annually. Proof of compliance will be retained by the IASO.

f. IAW Garrison-Michigan directives submit the required completed forms for all agency/contractor employees that require Garrison-Michigan network(s), and TSACS, access. The required forms are available in the Outlook Forms crib and are below as an attachment.

(1) New MGNET Account.

(2) Trusted System Application (TUA 12) with attachments.

(3) Contractor/Vendor Terminal Server Access Controller System (TSACS) Account and Password Request.

(4) An Accreditation and Certification process for each IS that operates within USAG-M must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the DAA for final approval before connection is accepted.

e. IAW Dept of the Army Directives, AR 25-2, agency/contractor must have malicious code protection on their PC/s used to connect to the GARRISON-MICHIGAN networks. Malicious code protection must be monitored daily for updates and immediate implementation. USAG-M DOIM uses the most current version of Symantec Anti-virus software.

(1) Report any malicious code problems or thefts of equipment, software, or code to the USAG-M Network Operations Center (NOC) IASO. The IASO will forward automation security concerns to his/her supporting Information Assurance Manager (IAM).

f. Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.

(1) Ensure only personnel designated to work on this contract have access to the computer equipment and information.

(2) Foreign Nationals must not have access to this equipment and information.

(3) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contract-associated equipment and information at the agency/contractor location. Provide a short description and diagram.

g. DOIM Helpdesk, when issuing an agency/contractor e-mail accounts, will ensure that their names, when displayed, show they are contractors and not government employees.

h. Access for agency/contractor will be limited to the TWNET and servers directly related to their contract work.

i. Each agency/contractor employee associated with this contract must have a unique Department of the Army issued password and user ID. User IDs and Passwords will not be shared among employees.

j. Coordinate with USAG-M Directorate Of Information Management (DOIM) to ensure computers used by the agency/contractor are properly configured to work with TSACS and the TWNET.

l. On completion of the project/contract the agency/contractor will notify the USAG-M IASO, who will then notify the DOIM Information Assurance Team and DOIM Helpdesk, so all network, and TSACS access can be terminated.

3. POC for this action is Mr. Paul Gayan, IMNW-MIG-IMS, 586-574-5561.

(End of Clause)

(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.

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[End of Provision]

L-25 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002
DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program.

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(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ,

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AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Clause]

L-30 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING MAR/1996
(TACOM)

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

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

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

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

[End of Provision]

L-31 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM MAY/2005
(TACOM)

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

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

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this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

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

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

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

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

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

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

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

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

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

[End of Provision]

L-32 52.246-4038 OFFEROR'S STATISTICAL PROCESS CONTROL (SPC) PROGRAM APR/1994

(a) This solicitation will result in a contract that will require the contractor to use a statistical process control (SPC) program to ensure the quality of the contract items. The minimum requirements for the contractor's SPC program are described in this solicitation, in the clause entitled STATISTICAL PROCESS CONTROL.

(b) To allow us to analyze your SPC program, you must furnish a description of your program as part of your proposal in response to this solicitation.

(c) Your SPC program description must be complete enough to show that your program has all the features required in Section E of this solicitation. Note that if some of the features of your program are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response, rather than restating information from them. If your SPC program is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your program description. You need not physically attach a copy of a textbook to your offer.

(d) If you already described your SPC program as an attachment to another Army Contracting Command - Warren (DTA) solicitation within the previous 90 days, you can either send us another copy or simply identify the number of the previous solicitation. (Note, however, that each SPC program description includes a discussion of which features of the contract item you will control using SPC techniques. Since this discussion differs from item to item, remember that each time you send us an SPC program description, part of

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the discussion has to be specific to the item you're offering. This means that even if you sent us a description of your SPC program two months ago, simply sending us a copy or referring to the copy of that description won't be enough--unless the older solicitation was for the same item you're offering us now.)

(e) If you don't provide us a complete description of your SPC program, or if the description you do send doesn't show all the required features listed in Section E of this solicitation, your proposal may be ineligible for award.

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 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 RFP, shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal must be contained in the proposal volumes set forth below. Section M of the RFP sets forth the evaluation criteria and delineates the Factors and SubFactors to be evaluated and their relative order of importance. The Offerors proposal, as required by this section, shall be evaluated as set forth in Section M of this solicitation.

L.1.1 The Offerors proposal shall be submitted in five (5) separate (or six if the proposal contains classified information; see L.1.1.2) volumes as set forth below. Some parts of the proposal contain page recommendations as set forth in the balance of Section L below. Where page recommendations are specified, they are based upon standard 8.5" x 11" paper with a minimum font size of 10pt. and with a minimum of .5" margins. A Proposal Executive Summary or transmittal letter is optional. It will not be considered as part of the responses called for in the five proposal volumes required below, unless specifically referenced therein. If a Proposal Executive Summary or transmittal letter is submitted, it is recommended to be no more than three (3) pages. The Offerors Proposal shall consist of the following volumes:

1. Integrated System Maturity Volume. Submit two (2) identical sets of CD-ROMs and 2 identical sets of hard copies.
2. Cost/Price Volume. Submit two (2) identical sets of CD-ROMs and 2 identical sets of hard copies.
3. Technical Volume. Submit two (2) identical sets of CD-ROMs, and 2 identical sets of hard copies.
4. Program Management Volume (Past Performance/Small Business Participation/Schedule). Submit two (2) identical sets of CD-ROMs and two (2) identical sets of hard copies.
5. Proposal Terms and Conditions Volume. Submit two (2) identical sets of CD-ROMs and 2 identical sets of hard copies.

L.1.1.1 INSTRUCTIONS FOR SUBMISSION OF ELECTRONIC MEDIA/PROPOSAL RESPONSE(S):

By submission the Offeror certifies that:

(1) The electronic files of its offer submitted in response to the solicitation have been verified as readable on the hardware and software operating system format specified as follows: Microsoft Operating System 95 or compatible, Microsoft Office 2003, and/or Graphic Files may be in PDF, TIF, JPEG, or BMP format. Prior to any evaluation, the Government will check all files for viruses and ensure that all information is readable. In the event that any files are defective (unreadable), the Government may only evaluate the readable electronic files. However, if the defective (unreadable) media renders a significant deficiency in the Offeror's proposal, the Government may consider the proposal incomplete and not further consider such proposals for evaluation

(2) The electronic files of its offer submitted in response to the solicitation have been verified as free of computer viruses using the following software: Norton Anti-virus or comparable commercial software.

L.1.1.2 Procedure for Submitting Classified Information. Classified information shall be submitted as a stand-alone volume. Do NOT e-mail or submit any classified information in any of the volumes listed in L.1.1 above. The classified information must be received by the due date on the cover sheet of this RFP.

L.1.2 Each volume listed above shall be submitted on a separate set of CD-ROMs to facilitate Government review. Each CD-ROM shall be labeled so that it is easily identifiable for evaluation purposes (example Integrated System Maturity Volume, Set 1 of 2, CD 1 of X). Each Electronic and Hard Copy 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, and each paragraph of the proposal shall have a reference number. The table of contents shall be organized by Factor and SubFactor consideration as set forth in Section L. List all attachments and substantiating data in the table of contents under the specific Factor, SubFactor and/or consideration that it supports. The table of contents shall include the following information for each Factor and SubFactor, consideration, attachment and/or substantiated data listed:

- Cross-reference to related section L paragraph number
- Page number
- CD-ROM Volume and number
- Hard Copy Volume Number
- File Name

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L.2 All or None. Offers in response to this solicitation must be submitted for all the requirements identified in the solicitation. Any offers submitted for less than all the requirements called for by this solicitation may be rejected.

L.3 Alternate Proposals. Offerors may submit multiple alternate proposals with differing approaches to meeting the requirements. The Government will separately evaluate each alternate proposal received. Therefore, each alternate offer submitted must be a complete, comprehensive, stand-alone proposal, which is fully responsive to the information requested in the solicitation. Alternate offers must be clearly identified and submitted entirely separate with their own proposal set of CD-ROMs and hard copies. 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, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined and may be cause for rejection of the proposal.

L.4. Integrated System Maturity Factor Volume. The Integrated System Maturity Volume includes four SubFactors; 1) System Integration Maturity, 2) System Software Maturity, 3) System Hardware Maturity and 4) Reliability Maturity.

L.4.1 System Description. The Offeror shall provide the proposed ATWS concept or design. This description shall be consistent with and considered in the assessment of the Offeror's proposal for Integrated System Maturity, Technical, and Cost; and may include text, photos, illustrations and model and/or drawing extracts. The description shall include subsystem and component selections if completed. It is recommended that the System Description be presented in no more than 25 pages.

L.4.1.1 The Offeror will provide a self-assessment of the Maturity levels for each of the four SubFactors, under the Integrated System Maturity Factor, based on the definitions contained in Attachment 0019. Attachment 0019 identifies six levels of maturity for System Integration Maturity, System Software Maturity, System Hardware Maturity, and Reliability Maturity, with one being the lowest and six being the highest. These self-assessments shall be based upon the proposal configuration characterized in the Offerors System Description. It is recommended that each of these self-assessments be limited to one page. Each of these self-assessments shall be accompanied by substantiating data which must fully support each of the Offerors claimed maturity levels. For the System Hardware Maturity SubFactor also include a list of National Stock Numbers (NSNs) that have been established that have a Repairable Characteristics Indicator Code (REP) assigned in the Federal Logistics Information Database (FLIS). The Offeror shall provide substantiating data for each already ACHIEVED maturity characteristic within each maturity level identified in Attachment 0019. The resulting technical information, documentation, test data and rationale shall be complete, specific, and relevant only to the specific maturity characteristics the Offerors self-assessments assert were achieved.

L.5 Cost/Price Factor Volume.

L.5.1 Submit the Cost/Price Factor Volume in the CD electronic form specified in L.1.1.

L.5.1.1 Provide proposed costs/price for each Contract Line Item Number (CLIN) in the Pricing Questionnaire, Attachment 23 of this solicitation. The Pricing Questionnaire contains a MS Excel Worksheet for the Offeror to complete. The Offeror will complete the required information for all of the CLINS. The Offerors name, solicitation number and date of the submission shall appear on each page. Inconsistencies between the Cost/Price Volume and the corresponding Integrated System Maturity Volume or Technical Volume, could adversely affect the Offerors evaluation in both areas.

L.5.2 Offers must be submitted in U.S. Currency, all costs and prices must be in U.S. dollars only, including amounts for the prime contractor, 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 U.S. dollars.
- b) Explain how you intend to deal with the risk that fluctuation in exchange rates may impact this prospective contract.

L.5.3 Electronic spreadsheet files must be sent in a format that includes all formulas, macros, computations, or equations used to compute the proposed amounts. Print image files or files containing only values are not acceptable. Supporting narrative shall be provided in Microsoft Word format.

L.5.4 Data other than Cost and Pricing information must be complete, accurate, current, and should be provided as described below. In support of the proposed total prices (for CLINS 0001AA-AC, 0003AA-AC and 0009AA) and unit prices (for all other CLINS) in Attachment 0023, provide a separate cost element build for each CLIN price as follows:

1. Material Cost.
2. Material Overhead.
3. Touch Labor (to include identified labor hours and applied labor rates, Basis of Estimates).
4. Labor Overhead.
5. Amortized Engineering.
6. Amortized Testing Expense.
7. Other Direct Costs (including non-Material subcontracts).
8. Facilitization, if any (to achieve the production rate).
9. Facilities Capital Cost of Money (FCCM).
10. G&A.

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(c) The IMS shall contain clear, logical, unambiguous and meaningful activities, with activity names and descriptions clearly describing the work being accomplished by that task. To this end, the IMS shall consist of no more than 3,000 activities. If the Offeror provides an IMS with more than 3,000 activities, only the first 3,000 activities listed will be evaluated. In order to facilitate evaluation, the IMS shall not include:

- (i) Level of Effort activities;
- (ii) Duplicate activities (i.e., the same activity shall not be included more than once in the schedule network);
- (iii) Regular recurring deliveries (i.e., deliveries that occur every month or quarter);
- (iv) Regular recurring meetings (i.e., monthly Program Management Reviews, etc.) and
- (v) IMS Significant Accomplishments/Accomplishment Criteria/Completion Criteria as activities.

(d) The Offeror shall submit a credible IMS be ensuring that activity durations are realistic and activities are appropriately linked both horizontally and vertically.

(e) The Offeror shall submit a narrative, recommended to two pages length, describing the overall schedule construction methodology. This narrative shall include the schedule margin approach utilized.

(f) The Offeror shall provide network precedence diagrams formatted to fit on one (1) E-size sheet (approximately 36 x 60). Each activity box shall include: activity identification code, unique identifier, activity description, activity duration in days, total float in days, WBS, Basis of Estimate crosswalk (if applicable), early start/finish dates. The linkage/relationship between each activity box shall be represented to include a description of the linkage (i.e., Finish-to-Start, Start-to-Start, Finished-to-Finish) and the amount of lag if any. Network precedence diagrams shall be provided with critical path and three near-critical paths to subsystem demonstrator deliveries, Prototype delivery, vehicle production delivery and all major IMP Program Events.

L.7.1.3 The Offeror shall provide a high level program chart which will include major program milestones and significant events and bars representing summaries of the work leading to them.

L.7.2 Past Performance SubFactor.

L.7.2.1 For the Past Performance SubFactor, provide information for a total of up to four (4) recent and relevant contracts for (i) you, and/or (ii) your proposed subcontractor(s). These may include foreign, federal, state, local and private industry commercial contracts. Recent includes performance of contracts occurring within approximately three (3) years of the date of issuance of this RFP. Relevant past performance includes the following scope of work activities:

- (a) System Integration development activity involving integrating a weapon sub-system (with the complexity comparable to the ATWS integration activity) into a vehicle system.
- (b) System Integration development activity to achieve reliability requirements on mobility platforms.
- (c) Production of a weapon system that is of the type of complexity as the ATWS.

Past Performance should reflect the offerors ability to meet contract technical and schedule requirements, within estimated costs (for cost reimbursable CLINs) as outlined in the Past Performance Questionnaire (Att. 0018).

L.7.2.2 Contract Information: For each of the up to four (4) recent and relevant contracts submitted under L.7.2.1 above, provide the following information:

- (a) Contract Number (and delivery order number if applicable);
- (b) Contract Type;
- (c) Total Value of the Contract (beginning & ending value);
- (d) Performance Schedule;
- (e) Government or commercial contracting activity address, telephone number and e-mail;
- (f) Procuring Contracting Officers (PCO) and/or Contract Specialists name, telephone number and e-mail;
- (g) Government (DCMA) or commercial administrative contracting officer (ACO), contracting officers representative (COR), performance certifier, and/or quality assurance representative (QAR), name, telephone number and email.
- (h) A description of scope of work requirements and a discussion of the similarities between the cited contract scope and the relevance standards identified above in L.7.2.1(a-c).
- (i) The dates of contract performance;
- (j) Any subcontracting or teaming agreements;
- (k) Percentage of effort performed as a prime or subcontractor;
- (l) For each of the contracts listed, provide a brief self-assessment of contract performance. Your self-assessment must address the technical quality of the effort provided, timeliness of performance, timeliness of deliveries, and conformance with estimated costs. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures to avoid such problems in the future.
- (m) Copies of the actual Statements of Work from each of the up to four (4) submitted contracts to establish the relevance of the contract to the scope of work activities listed in L.7.2.1 above.

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L.7.2.2.1 Note: Regarding L.7.2.2(1) above, and in evaluating each Offeror's performance history, the Government will look at the Offeror's delivery performance, and that of any Subcontractors, against the contract's original delivery schedule unless the delay was Government caused. Schedule extensions that were the fault of the Offeror, or a proposed Subcontractor's fault, even if consideration was provided, will be counted against the Offeror. The Government will also evaluate general trends in past performance, including demonstrated corrective actions.

L.7.2.3 Past Performance Questionnaire. A past performance questionnaire is provided in Attachment 0018. For each of the up to four (4) recent/relevant contracts submitted by the Offeror, and based on identification of your most recent and relevant contracts, the Offeror shall send a copy of the past performance questionnaire directly to the appropriate Procuring Contracting Officer (PCO) and/or Contracting Officer's Representative (COR) or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at charles.scott16@us.army.mil as soon as possible, but no later than the RFP closing date (See Block #9 of the SF33 cover page to this solicitation) with the subject heading PAST PERFORMANCE INFORMATION FOR [Offeror name].

L.7.2.4 In addition, the Offeror is requested to prepare and submit to the Contract Specialist, within twenty-two (22) days of the Government's posting of the final RFP, a past performance matrix of the references to whom the Offeror sent the past performance questionnaires. The matrix must be sent to the Contract Specialist via email to charles.scott16@us.army.mil and shall contain the following information prepared in the following format:

- (1) Contract No./Delivery Order;
- (2) Contract/Delivery Order Type;
- (3) Program Title, including brief (200 words or less) description of work performed;
- (4) Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor;
- (5) Point of Contact and Telephone Number, e-mail (PM/PCO/ACO/COR);
- (6) Date Questionnaire sent to the Government or Contractor Point of Contact

L.7.2.5 As highlighted above, Offerors are strongly encouraged to arrange for submission of Past Performance questionnaires specified in L.7.2.3 above, to charles.scott16@us.army.mil as soon as possible, but no later than the date of proposal submission.

L.7.2.6 Corporate Entities. If any contract, listed as part of the Past Performance SubFactor submission, was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate which entity will perform this effort. The Offeror shall also provide the above requested information for any proposed Subcontractor on which the Offeror is submitting Past Performance information.

L.7.2.7 Predecessor Companies. If you, or the Subcontractor(s) you are submitting Past Performance Information on, only have recent and relevant performance history as a part of a predecessor company, we may consider that past performance in our evaluation of past performance. Please provide the information for those recent and relevant contracts of that predecessor company. Offerors must also briefly document the history of the evolution from the predecessor company.

L.7.2.8 Contacting References. Offerors are advised that the Government may contact any of the references that the Offeror provides, may contact other third parties for performance information, and the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance with the Offeror.

L.7.2.9 Past Performance Information. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the Offeror. Additionally, The Offeror may also be evaluated based on other internal Government or private source information. In this regard, the Government may utilize the Contract Performance and Rating System (CPARS) to search for recent and relevant Offeror performance and ratings. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the Offeror.

L.7.3 Small Business Participation SubFactor.

The following Small Business Participation proposal submission instructions apply to every Offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters. For proposal preparation and evaluation purposes, Offeror Small Business Participation proposals shall be consistent with the subcontracting cited in the Offerors Cost/Price Factor proposal, and any subcontracting references/identification contained elsewhere in the Offerors non-Cost/Price Factor Proposal (where applicable).

L.7.3.1 ALL Offerors, including Offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be utilized as first-tier subcontractors in the performance of this proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), and service disabled veteran-owned small businesses (SDVOSBs).

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L.7.3.2 If the Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the Offeror's own participation as a SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB will also be considered small business participation for the purpose of this evaluation. In this event, the extent of the Offeror participation as a U.S. small business concern shall be detailed in the same manner as subcontracts to first tier U.S. small business concerns.

L.7.3.3 Small Business Amounts: ALL Offerors shall address anticipated U.S. small business concern participation and subcontracting based on the Offeror receiving a basic contract with options.

L.7.3.3.1 The Offeror shall provide information for small business participation and subcontracting in a table format in accordance with the following example:

For the base contract and each option, the Offeror shall provide the following:

Small Business Participation Table

Business Category	Amount of Subcontracts	% of SB Participation	Total Subcontracting \$43M
All Subcontracts(LB+SB)	\$43.00M		
SB	\$16.34M	38.0%	(\$16.34M of \$43M)
SDB	\$ 2.36M	5.5%	(\$ 2.36M of \$43M)
WOSB*	\$ 1.55M	3.6%	(\$ 1.55M of \$43M)
HUBZone SB*	\$ 1.08M	2.5%	(\$ 1.08M of \$43M)
VOSB*	\$ 1.55M	3.6%	(\$ 1.55M of \$43M)
SDVOSB*	\$ 1.46M	3.4%	(\$ 1.46M of \$43M)

*These categories will serve as substantiating data for the Small Business category and the breakdown information specified above is requested to both (1) serve as substantiating information in support of the overall credibility of proposed Small Business subcontracting percentages; and (2) where the solicitation requires certain Offerors to submit a Small Business Subcontracting Plan under FAR 52.219-9, for consistency with the Small Business Subcontracting Plan. As described in RFP Section M for this Small Business Participation Factor evaluation, the Government will evaluate the extent of proposed subcontracting goals only for Small Business (all Small Business Categories combined) and Small Disadvantages Business. The following additional Government subcontracting goals are provided for information purposes: 5% WOSB, 3% VOSB, 3% SDVOSB, and 3% HUBZone SB; (All are TACOM LCMC FY11 goals).

L.7.3.3.2 Guidance for filling in the above Small Business Participation Table:

- Include 1st tier subcontractors only. Note that members of a joint venture may be considered the Offeror or the first tier subcontractors, depending on the legal form of the joint venture as defined in its agreement document.
- If the Offeror is a U.S. small business concern, detail the extent of the Offeror participation as a U.S. small business concern in the same manner as subcontracts to first tier U.S. small business concerns.
- Percentages should be rounded to the nearest tenth of a percent.

L.7.3.3.3. Guidance for particular Business Categories:

a. For ALL Subcontractors (LB+SB): Include ALL subcontracting, e.g., large business, small business, educational institutions, non-profit organizations, etc., in the dollars on this line.

b. For SB: Include U.S. small business concerns from all categories (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, and SDVOSB) in the dollars and percentage on this line. The SDB, WOSB, HUBZone SB, VOSB, and SDVOSB are subcategories of SB and the dollars in each of these may not add to match the total dollars in the SB line due to the following: In some cases the same dollars may be reported in more than one block (i.e., a \$10,000 subcontract to a Woman-Owned Small Business that is also a Service-Disabled Veteran-Owned Small Business should be entered on four rows: \$10,000 under SB, \$10,000 under WOSB, \$10,000 under VOSB and \$10,000 under SDVOSB). Be sure that the dollars are counted in the SB line only once and not four times (not \$40,000). Note that the SB percentage is not simply a total of the percentages of each SB subcategory and must be calculated separately as shown in the chart.

c. For HUBZone SB: Include only SBA certified HubZone SBs. Note that this is different from some of the state HUB certifications.

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L.7.3.4 Small Business List: ALL Offerors shall provide the names and locations of small business concerns (including the Offeror if a small business concern) who would participate in the accomplishing the proposed contract; the small business classification of each U.S. small business concern (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI); a short description of the specific services to be provided by each small business concern; and the estimated total dollars for each service or product.

a. This data shall be provided in a table format in accordance with the following example:

For the base contract and each option, the Offeror shall provide the following:

Name of SB Concern	Location	SB Classification(s)	Description of Supplies or Service	Total \$
ABC Co.	Utica, MI	SB	Wire	\$ 0.50M
DEF Co.	Houston, TX	SB	Plating	\$ 0.75M
GHI, Inc.	Reno, NV	SB, WOSB, VOSB	Circuit Cards	\$ 1.20M

Note that during the evaluation, the Government may request you submit a letter from the small business affirming the information provided in your proposal.

*As described in RFP Section M for the Small Business Participation Factor, only the extent of SB and SDB participation are being evaluated under this Factor. The breakdown information specified under the "SB Classifications" column, with respect to WOSBs, HUBZone SBs, VOSBs, and SDVOSB), is required as supporting information to substantiate the credibility of the Offeror's proposed SB and SDB percentages.

b. Guidance for filling in the above Small Business List table: For SB Classifications(s), list all SB classifications that apply to each concern.

L.7.3.5 If the Offeror IS NOT a U.S. small business concern and must submit a Small Business Subcontracting Plan under this solicitation, in accordance with FAR 52.219-9, the Small Business Subcontracting Plan shall be consistent with the Offerors Small Business Participation Proposal information provided in response to this Section L.

L.7.3.6 Past Performance Information: Offerors are to submit information requested in either L.7.3.6.1 or L.7.3.6.2 but not both. Follow the instructions in those paragraphs to determine which applies to your firm.

L.7.3.6.1 Compliance with FAR 52.219-9. Offerors which are both:

(1) other than U.S. small business concerns (as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation); and

(2) have had prior contracts requiring the submission of a Small Business Subcontracting Plan in accordance with FAR 52.219-9 are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of both their goals and their accomplishment of the goals established under subcontracting plans of prior contracts performed over the last 12 months. This documentation shall include Individual Subcontracting Reports (ISRs/DD Form 294s) which list both goals and accomplishments against individual or master plans. If over the last 12 months from the date of RFP release, the Offeror reported accomplishments against commercial or comprehensive subcontracting plans in lieu of individual or master plans, the Offeror shall submit the plans to document the goals and the Summary Subcontract Reports (SSRs/DD Form 295s) to document the accomplishments. (Note: if the Offeror has not performed a contract over the past twelve months, which included FAR 52.219-9, the Offeror shall so state).

L.7.3.6.2 Approach to meeting FAR 52.219-8. Offerors which are either:

(1) U.S small business concerns, or

(2) other than U.S. small business concerns (as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation) having had no prior contracts requiring a Small Business Subcontracting Plan in accordance with FAR 52.219-9 shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing:

(1) a description of the Offeror's performance, over the past 12 months (from the date of solicitation issuance), in complying with the requirements of FAR 52.219-8 (Note: if the Offeror has not performed a contract over the past 12 months, which included FAR 52.219-8, the Offeror shall so state);

(2) a description and available documentation of any methods or techniques used to promote small business participation;

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- (3) any listings of U.S. small business concerns who are subcontracting candidates;
- (4) a description of internal procedures used to monitor small business participation during contract performance; and/or
- (5) identification of actual supplies/services to be subcontracted to U.S. small business concerns, on the instant action, to include the name and type of small firm (small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SVOSB), HUBZone small business (HUBZ SB), small disadvantaged business (SDB), and woman-owned small business (WOSB)).
- (6) any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.8 Proposal Terms and Conditions Volume.

L.8.1 Include a scanned image of a signed copy of the SF33 cover page, and a copy of completed fill-ins for Sections B and K. ORCA certifications need not be separately submitted.

L.8.2 A statement specifying agreement with all terms, conditions, and provisions included in the solicitation or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process, before initial evaluation.

L.8.3 Required Documentation. Include documentation demonstrating, as applicable, that the Offeror and Subcontractors have the following certifications:

- (a) Facility Clearance for any location that will handle classified material (Special Access Information).
- (b) Information System Security Clearance for any location that will handle classified material (Special Access Information).
- (c) DCMA Approved Accounting System.

If an Offeror does not currently have a DCMA Approved Accounting System, the Offeror shall provide the reason for this as well as documentation demonstrating when an approved system will be in place. If the Offeror is operating under a corrective action plan agreed to by DCMA, documentation including a letter from the cognizant Administrative Contracting Officer reflecting this, shall be provided.

L.8.4 Offerors other than U.S. Small Businesses as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation shall submit an acceptable subcontracting plan in accordance with Department of Defense FAR Supplement (DFARS) 252.219-7003.

L.8.5 Include the information required by DFARS 252.227.7017.

L.9 Organizational Conflict of Interest.

L.9.1 The provisions of FAR 9.5, "Organizational Conflict of Interest" (OCI), applies to any award under this solicitation. Potential Offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the potential for OCI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in USMC LAV, or related programs.

L.9.2 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

*** END OF NARRATIVE L0001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION--F.O.B. ORIGIN	JUN/2003
M-3	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS	APR/2003
M-4	52.247-4006 (TACOM)	METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS	DEC/2005

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and

- for the Government selected method of shipment, and

- based upon the following freight classification:

UFC: -1- UFC ITEM NO.: -2-
 NMFC: -3- NMFC ITEM NO.: -4-

[End of Provision]

M-5	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

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

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

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

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

[End of Provision]

M-6	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not

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specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

(End of Provision)

M-7 52.225-4002 EVALUATION OF FOREIGN OFFERS MAR/1984
(TACOM)

For purposes of evaluation only, an evaluation factor equal to the applicable U. S. Manufacturer's Excise Tax and/or the U.S. Retail Excise Sales Tax shall be added by the Government to all offers received from sources outside the United States, its possessions, and Puerto Rico in response to this solicitation.

[End of Provision]

M-8 52.245-4001 EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY MAR/1985
(TACOM)

(a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Monthly Rental Rates

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

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

<u>Age of Equipment</u>	<u>Monthly Rental Rates</u>
0-2 years	3.00%
Over 2 to 3 years	2.00%
Over 3 to 6 years	1.50%
Over 6 to 10 years	1.00%
Over 10 years	0.75%

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

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

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

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the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.

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

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

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

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

[End of Provision]

M-9 52.246-4039 PRICE EVALUATION FACTOR: SUBSTITUTION OR DELETION OF GOVERNMENT FEB/1998
 (TACOM) QUALITY TESTING

(a) Per the Section E clause, Substituting Commercial Test Results for Required Contract Tests, you may request that we (i) delete all or some of the Government or contractor conducted tests required by the contract resulting from this solicitation; or (ii) substitute commercial testing procedures for specific Government requirements.

(b) Please note that the price you enter in Section B of this solicitation must include all testing requirements which are included in the item's technical data package or specifications.

(c) Along with your request for deletion or substitution, you may submit an alternate price, which reflects the price you would charge for contract items if you manufacture them without the specific testing requirements.

(d) If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in Section B of the solicitation. No adjustments will be made to the price after contract award.

[End of Provision]

M-10 52.247-4015 EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN) SEP/2006
 (TACOM)

We will compute and identify transportation costs for the basic quantity only.

[End of Provision]

M.1 Basis of Award.

M.1.1 The The Government intends to make one award as a result of this solicitation (subject to the conditions described in M.1.2 below). The Government will select for award the proposal which represent the best value to the Government as described below. There are four evaluation Factors: (i) Integrated System Maturity, (ii) Cost & Price, (iii) Technical, and (iv) Program Management. The relative order of importance of these Factors (and SubFactors where applicable) are described below.

M.1.2 The evaluation of proposals submitted in response to this solicitation shall be conducted on a source selection basis utilizing a "trade-off" process to obtain the best value to the Government. The Government will weigh the evaluated proposal (other than the Cost & Price Factor) against the evaluated cost/price to the Government. As part of the best value determination, the relative strengths, weaknesses and risks of each proposal shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government. If an Offeror submits an alternate proposal, each proposal will be evaluated independently as a standalone proposal using the same evaluation process and evaluation criteria as stated in M.3 and M.4. The Government may make no contract award where it concludes that no proposal exists with a reasonable probability of achieving program Engineering and Manufacturing Development (EMD) and Production goals and objectives.

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M.1.3 Requirement for Facility Clearance (SECRET). Portions of the information on this program will be classified as SECRET. To be considered for award, Offerors must have a SECRET Facility Clearance (FCL). Offerors must submit documentation indicating their facility has been granted a SECRET FCL. Offerors who are considering a subcontractor must also submit documentation indicating that its subcontractor has obtained the necessary clearance in order to be considered for award for those subcontractors that will handle classified material. All FCL information will be verified through the Defense Security Service for all Offerors and their subcontractors. Offerors without a security FCL will neither be able to discuss or access key aspects of the program that are classified nor will they be able to pass such information on to their subcontractor. Access to SECRET/SAR information will be required under the contract resulting from this RFP.

M.1.4 Export Controlled Information. This RFP contains Export Controlled information in Controlled Unclassified Attachments and within the Classified Annex to this RFP. Certain aspects of the Classified Annex are marked SECRET/NOFORN. It is the responsibility of the Offeror, not the Government, to obtain the necessary export licenses to share any such information with subcontractors or to obtain access to the files themselves. The failure or inability of an Offeror to obtain the appropriate license or agreement will not be considered as a mitigating factor in the evaluation process. In essence, if the appropriate information is not conveyed in the proposal or in the discussion process, an Offerors risk rating may be impacted.

M.1.5 Requirement for Information System Clearances. The Government will evaluate the documentation submitted in L.8.3 confirming the Offeror and subcontractors, as applicable, have FCL and Information System Security clearances capable of handling data and information classified SECRET prior to the close of discussions.

M.2 Rejection of Offers. The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unrealistically high or low in Cost or Price, and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Cost/Price, which implies that the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- d. Is unbalanced as to price. Unbalanced pricing exists when, despite an acceptable total evaluated price, either (1) 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 or (2) pricing is significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Price for each incrementally funded period; or
- e. Fails to meaningfully respond to the Proposal. Preparations Instructions are specified in Section L of this solicitation; or
- f. Offers a product or services that do not meet all stated material requirements of the solicitation; or
- g. Is unaffordable relative to the EMD Cost Reimbursement CLINS where the proposal exceeds the available funding for award.
- h. The Offeror does not have a Security Facility Clearance to receive classified information.

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 above.

M.3.1.1 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.3.1.2 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 listed for this solicitation. Careful, full and impartial consideration will be given to all proposals received pursuant to this solicitation.

M.3.1.3 Award with Discussions. This RFP includes FAR Provision 52.215-1 Alternate I; Instructions to Offerors - Competitive Acquisition in Section L, which advises the Government intends to conduct discussions with Offerors in the Competitive Range. Discussions will be

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conducted in accordance with FAR 15.306 (c), (d) and (e). Since dialogue is limited prior to any competitive range determination (FAR 15.306 (b) and(c)), it is vitally important that the Offeror's initial proposal be complete and comprehensive.

M.3.2 Importance of Cost/Price: Award will be made to the responsible Offeror whose proposal represents the best value to the Government. This may not be the Offeror(s) with the lowest evaluated cost and Price. However, the closer the Offeror's evaluations are in those Factors other than cost or Price, the more important cost and price becomes in the decision. Notwithstanding the relative order of importance of the four evaluation Factors stated herein, cost/price may be controlling when:

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

M.3.3 Affordability. The non-cost/price Factors when combined are significantly more important than the cost/price Factor. However, no proposal, no matter how highly rated, will be considered for award if unaffordable. Additionally, since the Phase I CLINS may be incrementally funded, funding must be available as required for each funding period. Proposals that require funding in advance of availability will not be considered for award. The availability of funding for the LAV-AT Engineering and Manufacturing Development is as follows:

EMD (Phase I-RDT&E CLINS):

FY11 \$6,400,000.00
 FY12 \$4,182,000.00
 FY13 \$5,812,000.00

Fiscal Year (FY) funding is not often available to the PM LAV Office prior to 7 November of each respective fiscal year. Offerors should account for this in their execution planning and resourcing.

M.3.4 Determination of Responsibility. Per FAR 9.103, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the Offeror's financial and management capabilities to meet the solicitation requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or their major subcontractors, defined as any subcontract dollar value in excess of \$3,000,000 per year or if the subcontracted work is critical to the whole) to aid the PCO in the evaluation of each Offeror's proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) Arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- (2) Ask you to provide financial, technical, production, or managerial background information. If you dont provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

M.4 Evaluation Criteria. There are four evaluation Factors: (i) Integrated System Maturity (ii) Cost/Price (iii) Technical, and (iv) Program Management. The Integrated System Maturity Factor is approximately equal in importance to the Cost/Price Factor which is more important than the Technical Factor. The Technical Factor is more important than Program Management Factor. Per FAR 15.304(e), the non-cost/Price Factors, when combined, are significantly more important than the Cost/Price Factor.

M.4.1 Integrated System Maturity. The Integrated System Maturity Factor includes four SubFactors; 1) System Integration Maturity, 2) Software Maturity, 3) Hardware Maturity and 4) Reliability Maturity. The System Integration Maturity SubFactor is more important than each of the individual SubFactors of Software Maturity, System Hardware Maturity and Reliability Maturity. The SubFactors of Software Maturity, System Hardware Maturity and Reliability maturity are approximately equal in importance.

M.4.1.1. Under each of the four (4) Integrated System Maturity SubFactors, the Government will assess, based on the extent and credibility of the proposals Integrated System Maturity, the proposal risk probability (including feasibility, predictability, clarity, precision, support and understanding) that the LAV AT test configuration delivered at the point of commencement of Developmental Testing (12 months) will timely and successfully complete Developmental Testing to meet program requirements and objectives.

M.4.1.2 Substantiating Data. The primary purpose of the substantiating data submitted for the Integrated System Maturity Factor (L.4.1.1) is to document and verify the credibility of the Offerors achievement of the proposed maturity levels. The Government will review the substantiating data to conduct its assessment of the Offerors Integrated System Maturity, Offerors may not assume that

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substantiating data submitted for the Integrated System Maturity Factor and SubFactors will be considered for the other Factors and SubFactors of the proposal. However, the Government reserves the right to utilize the Integrated System Maturity substantiating data in other areas of the evaluation at its sole discretion.

M.4.2 Cost/Price Factor.

M.4.2.1 The Offerors proposal shall be evaluated to determine the total evaluated Cost/Price to the Government. This will include an assessment of the reasonableness of proposed costs (and fee) and prices, and a realism assessment of the Cost Reimbursement CLINS.

Reasonableness and Realism will be assessed as described below. Affordability will also be considered as described in RFP Paragraph M.3.3. The Defense Contract Audit Agency (DCAA) may be required to verify rates and projections.

a. Cost Realism: The Government shall evaluate cost realism under the Cost Reimbursement CLINS, 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, under cost reimbursement CLINS 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 the trade-off evaluation to determine best value. 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.

b. Cost Reasonableness: The Government shall evaluate under the Cost Reimbursement CLINS, the reasonableness of the Offeror's proposed cost and fee in accordance with the definition in FAR 31.201-3. 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.

c. Price Reasonableness: The Government shall evaluate under the Firm Fixed Price CLINS, the Offerors proposed price to assess the reasonableness as it is proposed to the U.S Government in accordance with FAR 15.404-1(b). Reasonableness is measured by whether or not the offered price exceeds what would be incurred by a prudent person in the conduct of competitive business.

M.4.2.2 Total Evaluated Cost/Price. The Government will evaluate Offerors for award by adding (1) the extended prices for all Firm Fixed Price CLINS (including all options, except CLIN 0011AA Complete Government Purpose Rights), (2) the total most probable cost, as evaluated by the Government, for all Cost Reimbursement CLINS, and (3) Transportation costs, as determined by the TACOM-LCMC Transportation Office, will be added to Contract Line Item Numbers 0004AA-0007AA. For purposes of evaluating the U.S. Government's transportation costs, costs will be assessed from Freight On Board Origin to Albany, GA (M94631).

M.4.3 Technical. The Technical Factor includes two SubFactors:

1) Proposed Approach and Achievement of Highly Desired Objective Requirements, and 2) Proposed Approach and Achievement of Desired Objective Requirements. Proposed Approach and Achievement of Highly Desired Objectives is significantly more important than Proposed Approach and Achievement of the Desired Objectives.

M.4.3.1 Under each SubFactor, the Government will assess, for the LAV AT Performance Specification paragraphs listed in RFP Paragraph L.6.1.1, the following:

- a. The extent to which the Offerors proposed performance levels achieve Objective performance requirements; and
- b. The proposal risk probability that the Offeror will achieve the proposed levels of Objective performance.

M.4.3.2 Evaluation of Objective Performance. Under the Technical Factor, the Government will evaluate the extent to which the Offeror credibly proposes to achieve Objective performance levels for the LAV AT Performance Specification paragraphs listed in RFP Paragraph L.6.1.1. If Government evaluation of the proposal indicates achievement of the proposed objective performance level is likely, at moderate risk or lower, the proposed level of Objective Performance will be included in any resulting contract. Proposed achievement of an Objective Performance level will be assessed as Moderate Risk where the proposed approach provides a solution that is likely to result in achievement of the proposed Objective Performance level. In the event an Offeror does not agree to incorporate the proposed Objective Level of Performance into the resulting contract, the Offeror will not be assessed as having met the objective level of performance in the evaluation, in whole or in part. If the Government evaluation shows that an Offeror has demonstrated, in accordance with Section M Evaluation criteria, that an Offeror is likely to achieve an Objective Performance Level, in whole or in part (to the benefit of the Government), it shall be noted as a strength under the assessment to which it belongs. Strengths may also result in an increase in the assigned rating for the appropriate assessment. For proposed performance between the threshold level of performance and the Objective Level of performance, a proportional credit may be given to the extent that it benefits the Government. No credit will be given for exceeding the Objective Performance Levels except to the extent that performance beyond the Objective Level reduces the risk of achieving the Objective Performance Level.

M.4.4 Program Management Factor. The Program Management Factor includes three subfactors of (1) Schedule, (2) Past Performance and (3) Small Business Participation. The Schedule SubFactor is significantly more important than the Past Performance SubFactor. The Past Performance SubFactor is significantly more important than the Small Business SubFactor.

M.4.4.1 Schedule SubFactor. The information in response to the Schedule SubFactor will be evaluated to assess the proposal risks

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(including completeness and accuracy) that the Offeror will achieve the contractual requirements at the conclusion of the EMD and Production phases.

M.4.4.2 Past Performance SubFactor.

M.4.4.2.1 The Past Performance SubFactor will assess the performance risk associated with the probability that the Offeror will meet contract technical and schedule requirements, within estimated costs (for cost reimbursable CLINs), based on the Offeror's and subcontractors record of past performance on recent and relevant contracts. The Offeror may also be evaluated based on other internal Government or private source information. In this regard, the Government may utilize the Contractor Performance Assessment Reporting System (CPARS), the Past Performance Information Retrieval System (PPIRS), and/or any other available Government database to search for recent and relevant Offeror performance and ratings.

M.4.4.2.2 Unknown Risk: Offerors without a record of recent and relevant past performance will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

M.4.4.3 Small Business Participation SubFactor.

M.4.4.3.1 The Government will evaluate the extent of first tier small business participation in terms of the percentage of total subcontracted dollars that the Offeror credibly proposes to subcontract to U.S. small business (SB) concerns and U.S. small disadvantaged business (SDB) concerns in the performance of the contract. For the purpose of this evaluation, the extent of Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern, for the NAICS code applicable to this solicitation, will also be considered small business participation.

M.4.4.3.2 The evaluation will consist of the following:

a. The extent to which the proposal identifies participation by U.S. small business concerns to achieve the Governments goals listed below for SB and SDB subcontracting (to include, as described above, the participation of the Offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract dollars (to include, as described above, the extent of participation of the Offeror if it is a U.S. small business concern). The Governments subcontracting goals for small business participation are:

- 31.7% for SBs (TACOM LCMC goal FY11)
- 5% for SDBs (TACOM LCMC goal for FY11)

b. An assessment of the probability that the Offeror will achieve the levels of small business participation identified in the proposal. This assessment will be based upon both:

- (1) a proposal risk assessment of the Offerors proposed small business participation approach, and
- (2) a performance risk assessment of the probability the Offeror will satisfy commitments and requirements, on the instant contract, based upon the extent of satisfaction of FAR 52.219-8 and/or FAR 52.219-9 (as applicable).

*** END OF NARRATIVE M0001 ***