

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 181	Pages
2. Contract Number		3. Solicitation Number W56HZV-12-R-0445		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2013JAN25	
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ATAC WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV		8. Address Offer To (If Other Than Item 7)			

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2013MAR11 (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 Call:	A. Name TUYEN HUYNH	B. Telephone (No Collect Calls)			C. E-mail Address TUYEN.HUYNH@US.ARMY.MIL
		Area Code (586)	Number 282-0542	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)
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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
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22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

Bridge Erection Boat (BEB)
Production & Deployment Phase
REQUEST FOR PROPOSAL #W56HZV-12-R-0445

Additional BEB information is contained at the BEB webpage at <http://contracting.tacom.army.mil/majorsys/BEB/BEB.htm>.

A.1 INTRODUCTION

Request for Proposal (RFP) W56HZV-12-R-0445 is hereby issued by the US Army Contracting Command (ACC), Warren, for the Production and Deployment (herein referred to as Production) phase of the Bridge Erection Boat (BEB) program.

The BEBs primary mission is to support tactical float bridge and rafting operations while operating on Jet Propellant (JP)-8 fuel. The BEB must be rapidly deployed from its transporter launch/retrieval platform, and maneuver float rafts or bridges. The BEB must also support diving operations, transport personnel, and act as a water safety vessel.

A.2 BRIDGE ERECTION BOAT ACQUISITION STRATEGY

The Government intends to award one firm-fixed price production contract based on full and open competition. The Production Phase strategy will follow normal acquisition policies and processes.

During the source selection for the Production Phase contract, any offeror proposing BEB solutions reflecting untested and/or unvalidated designs, or only partially tested design, will be evaluated at higher risk.

A.3 PRODUCTION AWARD AND POTENTIAL CRITERIA

The Government intends to award one firm-fixed price contract for hardware, test support and logistics demonstration with options for production units and services. The contract will include a separately priced firm fixed option CLIN for purchase of Technical Data Package (TDP) with appropriate data rights to allow for possible future competition for production as well as spares.

A.3.1 Threshold and Objective Requirements

The Purchase Description contains technical requirements that have both threshold (required) and objective (desired) performance levels. Offerors MUST meet all THRESHOLD performance levels identified in the Army Technical Purchase Description (ATPD) 2393 (Attachment 0001). Offerors may propose to meet any OBJECTIVE performance levels indicated in the ATPD. However, evaluation credit will only be given as outlined in Section M.

A.3.2 Government Tests During Contract Performance

The Government will be conducting First Article Test (FAT) of the BEB, which encompasses Production Qualification Test (PQT) and Limited User Testing (LUT). For the purpose of this contract, PQT and LUT will be used throughout the statement of work. The First Article Test clauses are included and will apply.

During PQT, the Government will conduct testing using JP-8 to include reliability testing, conventional and longitudinal rafting, environmental testing, interoperability and simulation operations. See Section 4 of the Purchase Description for additional details on PQT.

A.4 PROPOSAL SUBMISSION AND OTHER REQUIREMENTS

Section L of the RFP describes the proposal requirements. Proposals will be evaluated in accordance with Section M. The Government will conduct a best value evaluation of technical, price, data rights, and small business participation factors.

Unless otherwise specified, the revisions of the military standards (MIL-STD) called out in the RFP are those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and in effect on the date the RFP is issued.

A.5 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award(s) made subsequent to RFP. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where it 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

Name of Offeror or Contractor:

Government offices involved in the BEB program or related programs.

A.6 ALTERNATE PROPOSALS

An offeror may submit up to two proposals for the Production Phase each with a different approach to meeting the requirements. Each proposal must stand alone and be comprehensive.

A.7 EPA COMPLIANCE

At a minimum, BEB engines are required to be compliant with Tier II US Environmental Protection Agency (EPA) marine diesel engine emission standards. New, more stringent Tier III emission standards will be implemented for most marine diesel engines before the end of 2014. Therefore, it is anticipated that Tier III standards will apply to the BEB during production.

A.8 CONTROLLED UNCLASSIFIED INFORMATION (CUI)

A.8.1 SECRET Facility Clearance

The Prime Contractor or their armor subcontractor is required to have a SECRET Facility Clearance to be eligible for award. The contractor shall comply with the security requirements imparted by the DD Form 254 (Attachment 0002), NIST Special Publication 800-53 and DODI 8500.2, the National Industrial Security Program Operating Manual (NISPOM) and AR 25-2.
http://www.dss.mil/isp/fac_clear/download_nispom.html.

A.8.2 Purchase Description Annex

There is an annex to the Purchase Description that is For Official Use Only (FOUO). This annex will not be available on ProcNet ACC-Warren, but will be available upon request. Please see the BEB webpage at <http://contracting.tacom.army.mil/majorsys/BEB/BEB.htm> for information in obtaining the annex.

The BEB is subject to International Traffic in Arms Regulations (ITAR) export controls and information shall be handled accordingly. CUI will be made available through an access request via the FedBizOpps (FBO) website at <https://www.fbo.gov/>. Offerors will need to be certified under the United States/Canada Joint Certification Program (JCP) at <http://www.logisticsinformationservice.dla.mil/jcp/> in order to be granted access. The Government may reject a proposal if the offeror fails to obtain, prior to proposal submission, the Government-provided export controlled information referenced in ATPD 2393.

A.9 DIFFERENCES BETWEEN SMALL BUSINESS PARTICIPATION FACTOR SUBMITTAL AND SUBCONTRACTING PLAN

There are important differences between the Small Business Participation Factor Submittal and the Small Business Subcontracting Plan as follows:

(1) The Small Business Participation Factor Submittal:

- (a) is developed and submitted in accordance with Section L.
- (b) is evaluated in accordance with Section M.
- (c) has goals that are expressed as a percentage of Total Contract Value.
- (d) is required of all offerors, including small businesses.

(2) The Small Business Subcontracting Plan:

- (a) is developed and submitted in accordance with FAR 52.219-9 Small Business Subcontracting Plan and its ALT II incorporated by reference in Section I, and TACOM Clause 52.219-4005 in Section L.
- (b) is evaluated in accordance with the FAR, DFARS, and AFARS.
- (c) has goals that are expressed as a percentage of Total Subcontracting Amount.
- (d) is not required of small businesses.

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-4016	WARREN ELECTRONIC CONTRACTING	DEC/2012

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for

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download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

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

(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at C:\Users\Jill.P.Lanham\Documents\SharePoint Drafts\www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

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

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12R0445

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

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

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

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

(e) Note to offerors:

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

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

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

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

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

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

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

[End of Clause]

A-3 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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

A-4 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.

[End of clause]

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

This solicitation and resulting contract contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et. seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

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

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Name of Offeror or Contractor:

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

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

[End of clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																										
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>For all CLINs:</p> <p>Insert price into Attachment 0024 and not in the CLIN. The price will be inserted into the CLINs by the Government prior to contract award.</p> <p style="text-align: center;">(End of narrative A001)</p>																																														
0001	<p>BRIDGE ERECTION BOAT</p> <p>Ten BEBs are for Production Qualification Test (PQT) at APG, and one BEB is for Logistics Demonstration (LD) at the contractor's facility within the continental US.</p> <p style="text-align: center;">(End of narrative A002)</p>																																														
0001AA	<p><u>BRIDGE ERECTION BOAT</u></p> <p>GENERIC NAME DESCRIPTION: BRIDGE ERECTION BOAT</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATPD2393 & SECTION C</p> <p>Reference section C for details.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTIONS C & D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="261 1709 849 1948"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</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></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>4</td> <td></td> <td>0240</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>4</td> <td></td> <td>0270</td> <td></td> <td></td> </tr> <tr> <td>003</td> <td>2</td> <td></td> <td>0300</td> <td></td> <td></td> </tr> </table>	DOC		SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001						<u>DEL REL CD</u>	<u>QUANTITY</u>		<u>DAYS AFTER AWARD</u>			001	4		0240			002	4		0270			003	2		0300			11	EA	\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>004 1 0360</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W81C5M) PR W4QU USA ABERDEEN TEST CENTER BLDG 358 MICHAELVILLE ROAD</p> <p> ABERDEEN PROV GND,MD,21005-5059</p>				

CONTINUATION SHEET

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CPK				
0002AA	<p><u>CREW PROTECTION KIT (CPK) TEST STRUCTURE</u></p> <p>GENERIC NAME DESCRIPTION: CPK</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ANNEX C & SECTION C.17</p> <p>Reference section C.17.1.2 for details.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0300</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W81C5M) PR W4QU USA ABERDEEN TEST CENTER BLDG 358 MICHAELVILLE ROAD ABERDEEN PROV GND,MD,21005-5059</p>	1	EA	\$ _____	\$ _____

CONTINUATION SHEET

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0003	PQT										
0003AA	<p><u>PRODUCTION QUALIFICATION TEST</u></p> <p>GENERIC NAME DESCRIPTION: PQT</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.17 & C.14</p> <p>The requirement for this SLIN includes PQT Training. Reference section C.17.1 and C.14.2 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="1" data-bbox="261 1050 828 1102"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DAYS AFTER AWARD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0255</td> </tr> </tbody> </table>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	1	0255	1	LO		\$ _____
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001	1	0255									
0004	LOG DEMO										
0004AA	<p><u>LOGISTICS DEMONSTRATION</u></p> <p>GENERIC NAME DESCRIPTION: LOG DEMO</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.17 & C.14</p> <p>The requirement for this SLIN includes Log Demo Training. Referenced section C.17.2 and C.14.3 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>	1	LO		\$ _____						

CONTINUATION SHEET

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
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<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0450									
0005AA	<p><u>CONTRACTOR SUPPORT FOR PQT</u></p> <p>GENERIC NAME DESCRIPTION: CONTRACTOR SUPPORT FOR PQT</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.17</p> <p>Reference sections C.17.1.4 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0255</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0255	1	LO	\$ _____	
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	1	0255									
0006	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>Contractor shall provide the data deliverables set forth in Section J, Exhibit A.</p> <p>(End of narrative A001)</p>	1	LO	\$ _____	\$ _____ ** NSP **						
A001	<p><u>EPA NSE JUSTIFICATION REPORT</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.2.1.1</p> <p>Reference section C.2.1.1 and CDRL A001 for details.</p> <p>(End of narrative C001)</p>	1	LO	\$ _____	\$ _____ ** NSP **						

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 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p> <p><u>PROJECT SCHEDULE</u></p> <p>1</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.4.3 & C.20.3</p> <p>Reference sections C.4.3, C.20.3 and CDRL A004 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____ ** NSP **
A005	<p><u>MEETING AGENDAS</u></p> <p>1</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: C.4.4,C.4.6,C.18.5.2.1</p> <p>Reference sections C.4.4, C.4.6, C.18.5.2.1 and CDRL A005 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____ ** NSP **
A006	<p><u>MEETING MINUTES</u></p> <p>1</p>	1	LO	\$ _____	\$ _____ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: C.4.5 & C.18.5.2.1</p> <p>Reference sections C.4.5, C.18.5.2.1 and CDRL A006 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 SEE DD FORM 1423</p>				
A007	<p><u>DEVELOPMENTAL DRAWINGS</u></p>	1	LO	\$ _____	\$ _____
	<p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.4.8</p> <p>Reference section C.4.8 and CDRL A007 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD QUANTITY DATE</u> 001 1 SEE DD FORM 1423</p>				
A008	<p><u>SYSTEM REQUIREMENTS COMPLIANCE MATRIX</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.4.10</p>	1	LO	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PROCUREMENT DOCUMENTATION TITLE: SECTION C.6.7.2</p> <p>Reference section C.6.7.2 and CDRL A022 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p>				
A023	<p><u>PCA SUMMARY REPORT</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.6.7.3</p> <p>Reference section C.6.7.3 and CDRL A023 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____ ** NSP **
A024	<p><u>CONTRACTOR FORMAT TDP</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.6.8.1.1</p> <p>Reference section C.6.8.1.1, Attachment 0009 and CDRL A024 for details.</p> <p>(End of narrative C001)</p>				\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A025	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>This CDRL A025 is an option that may be exercised within 600 days after contract award.</p> <p>(End of narrative A001)</p> <p><u>GOVT FORMAT TDP WITH ADDITIONAL DATA RIGHTS</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.6.8.1.2</p> <p>Reference section C.6.8.1.2, Attachment 0010 and CDRL A025 for details.</p> <p>Attachment 0025 pertains to the Data Rights associated with this CDRL.</p> <p>(End of narrative C001)</p>				\$ _____									
A026	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>RESERVED</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="259 1701 779 1785"> <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>UNDEFINITIZED</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED	1	LO	\$ _____	\$ _____ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	UNDEFINITIZED												
A027	<p><u>RELIABILITY AND MAINTAINABILITY PROCESS</u></p>	1	LO	\$ _____	\$ _____ ** NSP **									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.7.2</p> <p>Reference section C.7.2 and CDRL A027 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>				
A028	<p><u>RESERVED</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 UNDEFINITIZED</p>	1	LO	\$ _____	\$ _____ ** NSP **
A029	<p><u>COMMERCIAL WARRANTY</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.8.1</p> <p>Reference section C.8.1 and CDRL A029 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL</p>	1	LO	\$ _____	\$ _____ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A030	<p><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p> <p><u>WARRANTY PERFORMANCE REPORT</u></p> <p>1</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.8.1.1</p> <p>Reference section C.8.1.1 and CDRL A030 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL</p> <p><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____ ** NSP **
A031	<p><u>TRANSPORTABILITY REPORT</u></p> <p>1</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.9</p> <p>Reference section C.9 and CDRL A031 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL</p> <p><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____ ** NSP **
A032	<p><u>MAINTENANCE ANALYSIS</u></p> <p>1</p>	1	LO	\$ _____	\$ _____ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PROCUREMENT DOCUMENTATION TITLE: SECTION C.12.4</p> <p>Reference section C.12.4 and CDRL A041</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p>				
A042	<p><u>OPERATOR MANUAL</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.13</p> <p>Reference sections C.13.1.1, C.13.2.1-C.13.2.3, C.13.5.3 and CDRL A042 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____
A043	<p><u>FIELD MAINTENANCE MANUAL</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.13.1.2</p> <p>Reference sections C.13.1.2, C.13.2.1-C.13.2.3, C.13.5.3 and CDRL A043 for details.</p> <p>(End of narrative C001)</p>	1	LO	\$ _____	\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A048	<p><u>VALIDATION REPORT</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.13.5</p> <p>Reference sections C.13.5, C.13.5.2 and CDRL A048 for details.</p> <p>(End of narrative C001)</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 DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO	\$ _____	\$ _____ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A049	<p><u>VALIDATION PLAN</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.13.5.2</p> <p>Reference section C.13.5.2 and CDRL A049 for details.</p> <p>(End of narrative C001)</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 DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO	\$ _____	\$ _____ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A050	<p><u>PQT TRAINING MATERIAL</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.2</p>	1	LO	\$ _____	\$ _____ ** NSP **									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A055	<p>REL CD QUANTITY DATE</p> <p>001 1 SEE DD FORM 1423</p> <p><u>LMI DATA PRODUCTS</u></p> <p>1</p> <p>LO</p> <p>\$ _____</p> <p>\$ _____ ** NSP **</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.15.3</p> <p>Reference section C.15.3 and CDRL A055 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL</p> <p>REL CD QUANTITY DATE</p> <p>001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____ ** NSP **
A056	<p><u>SPECIAL PACKAGING INSTRUCTION (SPI)</u></p> <p>1</p> <p>LO</p> <p>\$ _____</p> <p>\$ _____ ** NSP **</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.15.4</p> <p>Reference section C.15.4 and CDRL A056 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL</p> <p>REL CD QUANTITY DATE</p> <p>001 1 SEE DD FORM 1423</p>	1	LO	\$ _____	\$ _____ ** NSP **
A057	<p><u>PACKAGING VALIDATION REPORT</u></p> <p>1</p> <p>LO</p> <p>\$ _____</p> <p>\$ _____ ** NSP **</p>	1	LO	\$ _____	\$ _____ ** NSP **

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
A062	<p>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 DD FORM 1423</td> </tr> </table> <p><u>WEDLER QUALIFICATION RECORDS (WQR)</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.16.2</p> <p>Reference sections C.16.2.1, C.16.2.2, C.16.2.7.1, C.16.2.7.2, C.16.2.8.2, C.16.2.8.5 and CDRL A062 for details.</p> <p>(End of narrative C001)</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 DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO	\$ _____	\$ _____ ** NSP **
DLVR SCH		PERF COMPL																					
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	1	SEE DD FORM 1423																					
DLVR SCH		PERF COMPL																					
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	1	SEE DD FORM 1423																					
A063	<p><u>CORROSION CONTROL REPORT</u></p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.16.3.1</p> <p>Reference section C.16.3.1 and CDRL A063 for details.</p> <p>(End of narrative C001)</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 DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO	\$ _____	\$ _____ ** NSP **									
DLVR SCH		PERF COMPL																					
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	1	SEE DD FORM 1423																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
A064	<p><u>PRODUCT QUALITY DEFICIENCY REPORT (PQDR)</u></p> <p>Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: SECTION C.16.4</p> <p>Reference section C.16.4 and CDRL A064 for details.</p> <p>(End of narrative C001)</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 DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO	\$ _____	\$ _____ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A065	<p><u>FAILURE ANALYSIS CORRECTIVE ACTION REPORT</u></p> <p>Description/Specs./Work Statement PROCUREMENT DOCUMENTATION TITLE: SECTION C.17.4.2</p> <p>Reference section C.17.4.2 and CDRL A065 for details.</p> <p>(End of narrative C001)</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 DD FORM 1423</td> </tr> </table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO	\$ _____	\$ _____ ** NSP **
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A066	<p><u>FINAL INSPECTION REPORT</u></p>	1	LO	\$ _____	\$ _____ ** NSP **									

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Reference No. of Document Being Continued
PIIN/SIIN W56HZV-12-R-0445 **MOD/AMD**

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>CONTRACT MANPOWER REPORTING</u></p> <p>Contractor shall annually submit data for itself and its subcontractors in accordance with TACOM Clause 52.237-4000 as referenced in Section C.</p> <p>Unit Identification Code (UIC): W6DWAA</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	REFERENCE SECTION H.5 FOR THE EXERCISE OF ALL OPTION CLINS. (End of narrative A001)																			
1001	BEB (OPTION 1)																			
1001AA	<p><u>BRIDGE ERECTION BOAT</u></p> <p>75</p> <p>EA</p> <p>See Range Pricing</p> <p>GENERIC NAME DESCRIPTION: BEB (OPTION 1)</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$</td> </tr> <tr> <td>57</td> <td>75</td> <td>\$</td> </tr> </tbody> </table> <p>This option may be exercised from the date of Contract Award through 730 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>The contractor is permitted, at no additional cost to the Government, to expedite delivery under this CLIN. Any additional Care & Storage costs resulting from an accelerated delivery shall be the contractor's responsibility. The Government will be responsible for Care & Storage costs after 30 days have lapsed from the date of acceptance.</p> <p>(End of narrative B001)</p>	FROM	TO	UNIT PRICE	1	14	\$	15	28	\$	29	56	\$	57	75	\$	75	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	14	\$																		
15	28	\$																		
29	56	\$																		
57	75	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATPD 2393 & SECTION C</p> <p>Reference sections C.2.1, C.2.3, C.2.4 and C.2.6 for details.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTIONS C & D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 75 UNDEFINITIZED</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>																			
1002	CPK (OPTION 1)																			
1002AA	<p><u>CREW PROTECTION KIT (CPK)</u></p> <p>GENERIC NAME DESCRIPTION: CPK (OPTION 1)</p> <p style="text-align: center;"><u>Range Quantities</u></p> <table border="1" data-bbox="267 1711 665 1837"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$</td> </tr> </tbody> </table> <p>This option may be exercised from the date of Contract Award through 730 DAC.</p>	FROM	TO	UNIT PRICE	1	14	\$	15	28	\$	29	56	\$	57	96	\$	96	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	14	\$																		
15	28	\$																		
29	56	\$																		
57	96	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ANNEX C & SECTION C</p> <p>Reference section C.2.2 for details.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTIONS C & D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 96 UNDEFINITIZED</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</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
1003	ITEMS REQUIRED UNDER THIS REQUISITION. LUT (OPTION 1)												
1003AA	<u>LIMITED USER TESTING (LUT)</u> GENERIC NAME DESCRIPTION: LUT (OPTION 1) This option may be exercised from date of contract award through 730 DAC. The applicable price for this option is based on the date the option is exercised and not by the performance date(s). (End of narrative B001) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.17 The requirement for this SLIN includes Contractor Support for LUT, which is section C.17.3.1. Reference section C.17.3 for details. (End of narrative C001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">DLVR SCH</td> <td style="width: 33%;">PERF COMPL</td> <td></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>UNDEFINITIZED</td> </tr> </table>	DLVR SCH	PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED	1	LO	\$ _____
DLVR SCH	PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	1	UNDEFINITIZED											
1004	TRAINING FOR LUT (OPTION 1)												
1004AA	<u>TRAINING FOR LUT</u> GENERIC NAME DESCRIPTION: TRAINING FOR LUT (OPTION 1)	1	LO	\$ _____									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
1005	<p>This option may be exercised from date of contract award through 730 DAC.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14</p> <p>Reference section C.14.4 for details.</p> <p>(End of narrative C001)</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>UNDEFINITIZED</td> </tr> </table> <p>CSR (OPTION 1)</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	UNDEFINITIZED				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	UNDEFINITIZED												
1005AA	<p><u>CONTRACTOR SERVICE REPRESENTATIVE</u></p> <p>GENERIC NAME DESCRIPTION: CSR (OPTION 1)</p> <p>This option may be exercised from the date of Contract Award through 730 DAC.</p> <p>The Government may exercise up to 260 days of CSR support under this option. \$_____ / Day / Person</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u></p>	1	DA		\$ _____									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PROCUREMENT DOCUMENTATION TITLE: SECTION C.10</p> <p>Reference section C.10 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				
1006	BEB STORAGE (OPTION 1)				
1006AA	<p><u>BEB STORAGE</u> _____</p> <p>GENERIC NAME DESCRIPTION: BEB STORAGE (OPTION 1)</p> <p>This option may be exercised from the date of Contract Award through 730 DAC.</p> <p>The Government may exercise up to 500 days of BEB Storage Under this CLIN. \$_____ / Day / BEB</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.20</p> <p>Reference section C.20 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	DA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
2001	BEB (OPTION 2)																			
2001AA	<p><u>BRIDGE ERECTION BOAT</u></p> <p>GENERIC NAME DESCRIPTION: BEB (OPTION 2)</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$</td> </tr> </tbody> </table> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>The contractor is permitted, at no additional cost to the Government, to expedite delivery under this CLIN. Any additional Care & Storage costs resulting from an accelerated delivery shall be the contractor's responsibility. The Government will be responsible for Care & Storage costs after 30 days have lapsed from the date of acceptance.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATPD 2393 & SECTION C</p> <p>Reference sections C.2.1, C.2.3, C.2.4 and C.2.6 for details.</p>	FROM	TO	UNIT PRICE	1	14	\$	15	28	\$	29	56	\$	57	96	\$	96	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	14	\$																		
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTIONS C & D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 96 UNDEFINITIZED</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>																			
2002	CPK (OPTION 2)																			
2002AA	<p><u>CREW PROTECTION KIT (CPK)</u></p> <p>GENERIC NAME DESCRIPTION: CPK (OPTION 2)</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$</td> </tr> </tbody> </table> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all</p>	FROM	TO	UNIT PRICE	1	14	\$	15	28	\$	29	56	\$	57	96	\$	96	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	14	\$																		
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29	56	\$																		
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	<p>of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ANNEX C & SECTION C</p> <p>Referenced in section C.2.2 for details.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTIONS C & D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 96 UNDEFINITIZED</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> <p>OPNET (OPTION 2)</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA	<p><u>OPERATOR NEW EQUIPMENT TRAINING (OPNET)</u></p> <p>GENERIC NAME DESCRIPTION: OPNET (OPTION 2)</p> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>The Government may exercise up to seven lots of OPNET under this CLIN. \$_____ / Lot</p> <p>Each Lot = one 40-hour week of OPNET for four instructors.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.5</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.5 for details.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	FLMNET (OPTION 2)				
2004AA	<p><u>FIELD LEVEL MAINTENANCE EQUIPMENT TRAINING</u></p> <p>GENERIC NAME DESCRIPTION: FLMNET (OPTION 2)</p> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>The Government may exercise up to seven lots of FLMNET under this CLIN. \$_____ / Lot</p> <p>Each Lot = one 40-hour week of FLMNET for two instructors.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.6</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.6 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	LO		\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	CSR (OPTION 2)				
2005AA	<p><u>CONTRACTOR SERVICE REPRESENTATIVE (CSR)</u></p> <p>GENERIC NAME DESCRIPTION: CSR (OPTION 2)</p> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>The Government may exercise up to 260 days of CSR support under this CLIN. \$_____ / Day / Person</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.10</p> <p>Reference section C.10 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	DA		\$ _____

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-12-R-0445 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	BEB STORAGE (OPTION 2)				
2006AA	<p>BEB STORAGE _____</p> <p>GENERIC NAME DESCRIPTION: BEB STORAGE (OPTION 2)</p> <p>This option may be exercised from 731 DAC through 1,096 DAC.</p> <p>The Government may exercise up to 500 days of BEB Storage under this CLIN. \$_____ / Day / BEB</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.20</p> <p>Reference section C.20 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	DA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
3001	BEB (OPTION 3)																			
3001AA	<p><u>BRIDGE ERECTION BOAT</u></p> <p>GENERIC NAME DESCRIPTION: BEB (OPTION 3)</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th><u>FROM</u></th> <th><u>TO</u></th> <th><u>UNIT PRICE</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$</td> </tr> </tbody> </table> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>The contractor is permitted, at no additional cost to the Government, to expedite delivery under this CLIN. Any additional Care & Storage costs resulting from an accelerated delivery shall be the contractor's responsibility. The Government will be responsible for Care & Storage costs after 30 days have lapsed from the date of acceptance.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATPD2393 & SECTION C</p> <p>Reference sections C.2.1, C.2.3, C.2.4 and C.2.6 for</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	14	\$	15	28	\$	29	56	\$	57	96	\$	96	EA	See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																		
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>details.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTIONS C & D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</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 DEL DATE 001 96 UNDEFINITIZED</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>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
3002	CPK (OPTION 3)																			
3002AA	<p><u>CREW PROTECTION KIT (CPK)</u></p> <p>GENERIC NAME DESCRIPTION: CPK (OPTION 3)</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$</td> </tr> </tbody> </table> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ANNEX C & SECTION C.2.2</p> <p>Reference section C.2.2 for details.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTIONS C & D LEVEL PRESERVATION: Commercial</p>	FROM	TO	UNIT PRICE	1	14	\$	15	28	\$	29	56	\$	57	96	\$	96	EA	See Range Pricing	\$ _____
FROM	TO	UNIT PRICE																		
1	14	\$																		
15	28	\$																		
29	56	\$																		
57	96	\$																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	OPNET (OPTION 3)				
3003AA	<p><u>OPERATOR NEW EQUIPMENT TRAINING (OPNET)</u></p> <p>GENERIC NAME DESCRIPTION: OPNET (OPTION 3)</p> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>The Government may exercise up to seven lots of OPNET under this CLIN. \$_____ / Lot</p> <p>Each Lot = one 40-hour week of OPNET for four instructors.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.5</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.5 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	FLMNET (OPTION 3)				
3004AA	<p><u>FIELD LEVEL MAINTENANCE EQUIPMENT TRAINING</u></p> <p>GENERIC NAME DESCRIPTION: FLMNET (OPTION 3)</p> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>The Government may exercise up to seven lots of FLMNET under this CLIN. \$_____ / Lot</p> <p>Each Lot = one 40-hour week of FLMNET for two instructors.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.6</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.6 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	CSR (OPTION 3)				
3005AA	<p><u>CONTRACTOR SERVICE REPRESENTATIVE (CSR)</u></p> <p>GENERIC NAME DESCRIPTION: CSR (OPTION 3)</p> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>The Government may exercise up to 260 days of CSR support under this CLIN. \$_____ / Day</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.10</p> <p>Reference section C.10 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	DA		\$_____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	BEB STORAGE (OPTION 3)				
3006AA	<p>BEB STORAGE _____</p> <p>GENERIC NAME DESCRIPTION: BEB STORAGE (OPTION 3)</p> <p>This option may be exercised from 1,097 DAC through 1,462 DAC.</p> <p>The Government may exercise up to 500 days of BEB Storage under this CLIN. \$_____ / Day / BEB</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.20</p> <p>Reference section C.20 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	DA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
4001	BEB (OPTION 4)																			
4001AA	<p><u>BRIDGE ERECTION BOAT (BEB)</u></p> <p>GENERIC NAME DESCRIPTION: BEB (OPTION 4)</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$</td> </tr> </tbody> </table> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>The contractor is permitted, at no additional cost to the Government, to expedite delivery under this CLIN. Any additional Care & Storage costs resulting from an accelerated delivery shall be the contractor's responsibility. The Government will be responsible for Care & Storage costs after 30 days have lapsed from the date of acceptance.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: ATPD 2393 & SECTION C</p> <p>Reference sections C.2.1, C.2.3, C.2.4 and C.2.6 for details.</p>	FROM	TO	UNIT PRICE	1	14	\$	15	28	\$	29	56	\$	57	96	\$	96	EA	See Range Pricing	\$ _____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
	<p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTIONS C & D LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DEL DATE</u> 001 96 UNDEFINITIZED</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>																			
4002	CPK (OPTION 4)																			
4002AA	<p><u>CREW PROTECTION KIT (CPK)</u></p> <p>GENERIC NAME DESCRIPTION: CPK (OPTION 4)</p> <p><u>Range Quantities</u></p> <table border="1"> <thead> <tr> <th>FROM</th> <th>TO</th> <th>UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>14</td> <td>\$</td> </tr> <tr> <td>15</td> <td>28</td> <td>\$</td> </tr> <tr> <td>29</td> <td>56</td> <td>\$</td> </tr> <tr> <td>57</td> <td>96</td> <td>\$</td> </tr> </tbody> </table> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY--- SEPARATELY PRICED LINE ITEM (52.217-4001)</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by</p>	FROM	TO	UNIT PRICE	1	14	\$	15	28	\$	29	56	\$	57	96	\$	96	EA	See Range Pricing	\$ _____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	OPNET (OPTION 4)				
4003AA	<p><u>OPERATOR NEW EQUIPMENT TRAINING</u></p> <p>GENERIC NAME DESCRIPTION: OPNET (OPTION 4)</p> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>The Government may exercise up to seven lots of OPNET under this CLIN. \$_____ / Lot</p> <p>Each Lot = one 40-hour week of OPNET for four instructors.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.5</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.5 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	FLMNET (OPTION 4)				
4004AA	<p><u>FIELD LEVEL MAINTENANCE EQUIPMENT TRAINING</u></p> <p>GENERIC NAME DESCRIPTION: FLMNET (OPTION 4)</p> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>The Government may exercise up to seven lots of FLMNET under this CLIN. \$_____ / Lot</p> <p>Each Lot = one 40-hour week of FLMNET for two instructors.</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.14.6</p> <p>The requirement for this SLIN includes travel costs. Reference section C.14.6 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	CSR (OPTION 4)				
4005AA	<p><u>CONTRACTOR SERVICE REPRESENTATIVE (CSR)</u></p> <p>GENERIC NAME DESCRIPTION: CSR (OPTION 4)</p> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>The Government may exercise up to 260 days of CSR support under this CLIN. \$_____ / Day</p> <p>The applicable price for this option is based on the date the option is exercised and not by the performance date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.10</p> <p>Reference section C.10 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	DA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	BEB STORAGE (OPTION 4)				
4006AA	<p>BEB STORAGE _____</p> <p>GENERIC NAME DESCRIPTION: BEB STORAGE (OPTION 4)</p> <p>This option may be exercised 1,463 DAC through 1,828 DAC.</p> <p>The Government may exercise up to 500 days of BEB Storage under this CLIN. \$_____ / Day / BEB</p> <p>The applicable price for this option is based on the date the option is exercised and not by the delivery date(s).</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: SECTION C.20</p> <p>Reference section C.20 for details.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	1	DA		\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C.1 GENERAL
- C.2 HARDWARE AND DELIVERABLES
- C.3 GOVERNMENT FURNISHED PROPERTY (GFP)
- C.4 PROGRAM MANAGEMENT
- C.5 ENVIRONMENTAL, SAFETY ENGINEERING AND HEALTH HAZARDS
- C.6 CONFIGURATION MANAGEMENT (CM) AND TECHNICAL DATA PACKAGE (TDP)
- C.7 RELIABILITY, AVAILABILITY, MAINTAINABILITY (RAM) PROGRAM
- C.8 WARRANTY
- C.9 TRANSPORTABILITY REPORT
- C.10 CONTRACTOR SERVICE REPRESENTATIVE (CSR)
- C.11 INTEGRATED LOGISTICS SUPPORT
- C.12 PROVISIONING SPECIFICATIONS
- C.13 TECHNICAL PUBLICATIONS
- C.14 TRAINING
- C.15 PACKAGING DATA DEVELOPMENT
- C.16 QUALITY ASSURANCE MANAGEMENT
- C.17 GOVERNMENT TEST OVERVIEW
- C.18 BEB INSPECTION OVERVIEW
- C.19 CERTIFICATIONS TO ATPD 2392 PERFORMANCE REQUIREMENTS
- C.20 CARE AND STORAGE PRIOR TO SHIPMENT

C.1 GENERAL

C.1.1 Introduction

This Statement of Work (SOW) is for the production of the Bridge Erection Boat (BEB).

C.1.2 The contractor shall be responsible for the overall component selection, integration, design, development, fabrication, of the production boats to meet the requirements of Army Technical Purchase Description (ATPD) 2393 (Attachment 0001), and for providing test support for Government conducted production verification, logistics demonstration, technical manual validation/verification and operational tests. All testing must be successfully completed prior to full rate production approval by the Government.

C.1.3 Data

The contractor shall prepare deliverable program data in accordance with the format and content specified in the Data Item Descriptions (DID) and deliver data in accordance with the Contract Data Requirements List (CDRL). Unless otherwise stated, all data shall be submitted by email or by other electronic means mutually agreed to by both parties. Data submitted by email shall not exceed 10 megabytes (MB) in file size. Data over 10 MB shall be transmitted on a CD via regular mail or AMRDEC Secure Access File Exchange (SAFE) Web application.

C.2 HARDWARE AND DELIVERABLES

C.2.1 The contractor shall manufacture BEBs in accordance with the requirements of the ATPD 2393. The Government developed and will maintain ATPD 2393.

C.2.1.1 Environmental Protection Agency (EPA) Compliance

If the contractor proposes a Tier II compliant engine, the contractor shall provide technical justification in accordance with CDRL A001 to support the Government request for a National Security Exemption (NSE) from EPA Tier III engine emission standards in accordance with 40 Code of Federal Regulation (CFR), Part 94.905, which would allow continued production of the Tier II engines. If a NSE is required, the contractor shall ensure NSE labeling requirements are met in accordance with EPA regulations. It is incumbent upon the contractor to determine the configuration which will meet the performance requirements and be available throughout the BEB production contract.

C.2.2 Crew Protection Kit (CPK)

The contractor shall manufacture CPKs in accordance with Annex C of ATPD 2393 and deliver in a container in accordance with Section D.

C.2.3 Basic Issue Items (BII)

The contractor shall provide BII for each BEB. The BII List is the essential, ancillary items, required to place the equipment into operation and perform emergency repairs, enabling it to perform the mission and function according to design. The contractor shall provide a BII list which lists all BII including the BII required by ATPD 2393 for each BEB (CDRL A002). The contractor shall over-pack

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the BII, to include the BII list, with each BEB.

C.2.4 Initial Support Package (ISP)

The contractor shall provide an ISP for each production BEB. The ISP shall consist of all service parts/items, with the exception of petroleum, oils and lubricants, required to meet service intervals during the first two years of service. The contractor shall mark each item/package with the nomenclature and part number. The contractor shall over-pack the ISP, to include the ISP list, with each BEB.

C.2.4.1 ISP List

The contractor shall provide an ISP list detailing all of the items to be included in the ISP. A complete ISP list shall include each item identified by nomenclature, part number and NSN (if assigned) (CDRL A003).

C.2.5 Component of End Items (COEI)

COEI are components that are part of the end item but must be removed and separately packaged for military transportation. The contractor shall over-pack the COEI with each BEB.

C.2.6 Modifications for BEB Interface

If any modifications are required for the CBT, PLST, IBC, or BAP to interface with the BEB, the contractor shall provide an installation modification kit and installation instruction over-packed with each BEB

C.3 GOVERNMENT FURNISHED PROPERTY (GFP)

The Government will provide GFP in accordance with Attachment 0003. The contractor shall manage the GFP in accordance with FAR 52.245-1.

C.3.1 Contractor Requirements for Operating GFE

The contractor shall have Operators/Maintainers who have an appropriate commercial drivers license to operate a CBT with and without the PLST.

C.3.2 GFE Familiarization Training

The contractor shall attend Government provided familiarization training at the contractors facility upon delivery of GFE. The Government will provide basic familiarization training to facilitate contractor operation of the GFE. Familiarization training will not exceed 40 hours. The contractor shall provide a list of attendees (not to exceed 12) to the Government at the Start of Work Meeting (SOWM).

C.3.3 Preventive Maintenance for GFP

The contractor shall conduct Preventive Maintenance Checks and Services (PMCS) outlined in the appropriate operator manuals.

C.4 PROGRAM MANAGEMENT

C.4.1 Participation/Logistics

The contractor shall participate in the meetings and reviews required in this statement of work with Government attendance. The Government will determine when meetings shall be held by electronic means (via tele-conferences, email, etc). Physical meetings shall be synchronized to minimize personnel resources and travel expenses.

C.4.2 Integrated Product Team (IPT)

An Integrated Product Team (IPT) shall be established to serve as the primary management tool and key method of communication for this contract. As part of the SOWM, the Government and contractor will form IPTs. The Government IPT will be detailed in Attachment 0004. IPTs and membership shall be assigned in the areas of contract and program management, engineering, Integrated Logistics Support (ILS), publications, packaging, training, quality assurance, safety, human factors/MANPRINT, test progress and production status. The contractor shall be prepared to address all schedule, performance, supportability and risk issues during IPT meetings.

C.4.3 Project Schedule

The contractor shall deliver a project schedule for the BEB Production phase. The project schedule shall include all milestones, system design and integration events, design meetings, Program Management Reviews, CDRL deliverable dates, test, modification, and logistics

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tasks required to complete the program, schedule, performance, and supportability requirements. The contractor shall maintain the project schedule, present the project schedule at each Program Management Review (PMR), explain all program slippages, and provide get-well plans within 30 days of discovery (CDRL A004). The Governments initial schedule is provided in Attachment 0005.

C.4.4 Agendas

The contractor shall submit an agenda and read-ahead package/briefing charts in contractor format for all meetings and reviews (CDRL A005).

C.4.5 Meetings

The contractor shall prepare and submit meeting minutes for all meetings and reviews. Minutes shall include all issues, actions, CDRL progress, entrance and exit criteria accomplishments per Attachment 0006, program decisions, and intention of the next PMR or technical review (CDRL A006). The following meetings are a part of this effort:

- a. Start of Work Meeting
- b. Program Management Reviews
- c. Critical Design Review
- d. Pre-Test Readiness Review (TRR) and TRR
- e. Initial Maintenance Analysis
- f. Provisioning Meeting
- g. Publications In-Process Reviews
- h. CARB Meeting

C.4.6 Start of Work Meeting (SOWM)

Within thirty (30) Days After Contract Award (DACA), a SOWM shall be held at the contractors production facility. Contractor attendees shall include contract administration personnel, management, engineers, and logistics personnel. The agenda for the SOWM shall be delivered in accordance with CDRL A005.

C.4.7 Program Management Reviews (PMR)

The contractor shall conduct quarterly PMRs with the Government through the completion of PQT. The first PMR shall be concurrent with the SOWM. The contractor shall present the schedule, performance, supportability status and risk mitigation initiatives.

C.4.8 Critical Design Review (CDR)

The contractor shall conduct a CDR at the contractors production facility with Government attendance no later than 60 DACA. The Government prefers that the CDR be held concurrently with the SOWM. The purpose of the CDR is to conduct a technical review of the design to ensure the system can meet stated performance requirements before finalizing design (CDRL A007).

C.4.9 Pre-Test Readiness Review (TRR) and TRR

The contractor shall conduct a Pre-TRR 30 days before delivery of the first PQT BEB. The purpose of the Pre-TRR is to provide the Government with assurances that the test requirements can be performed within the stated schedule. The contractor shall participate and attend the Government conducted TRR at Aberdeen Proving Grounds, MD, no more than 15 days after delivery of the test asset(s).

C.4.10 System Requirements Compliance Matrix

The contractor shall develop a requirements compliance matrix that tracks the current compliance with all ATPD 2393 requirements. This matrix shall be developed as estimates and shall be updated to reflect actual performance as development and test progress. The matrix shall follow the sequence and format of ATPD 2393, Table 1 and clearly depict if the data is an estimate or actual performance. The supporting documentation used to populate the requirements compliance matrix shall be available to the Government and discussed at PMRs as well as technical reviews (CDRL A008).

C.4.11 Risk Management

The Contractor shall identify, monitor, and mitigate all program risks, and track risk elements to completion/closure in a Risk Management Status Report. Resolved risks shall be archived on the report after Government approval (CDRL A009).

C.5 ENVIRONMENT, SAFETY ENGINEERING AND HEALTH HAZARDS

C.5.1 Environmental Compliance

The contractor shall ensure that all aspects of contract execution, including all BEB hardware, are in compliance with United States

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Federal, State, and Local environmental regulations and requirements; including activities associated with design, build, test, storage and disposal. Hazardous materials usage shall be in accordance with ATPD 2393, 3.6.1. Hazardous materials restrictions shall apply to all components, parts, and materials provided under this contract, including items purchased through a subcontractor or supplier, Commercial Off-The-Shelf (COTS) components, OEM parts, and manufactured parts.

C.5.2 Safety Assessment Report (SAR) (MIL-STD 882, Task 301)

The contractor shall prepare a SAR in accordance with CDRL A010. The SAR is a comprehensive evaluation of the status of safety hazards and their associated risks. The contractor shall prepare and submit to the Government an initial SAR for the system as a result of system safety analyses, hazard evaluations, and any contractor independent testing.

C.5.3 BEB System Safety Working Group (SSWG)

The contractor shall provide representation at the BEB SSWG meetings. The BEB SSWG is a PM Chartered advisory group that addresses safety issues and supports the Program Manager in implementing the System Safety Program. During SSWG meetings, the contractor shall present Safety and Hazardous Materials Management program status and updates, Hazard Tracking System (HTS) status and updates, Hazardous Materials usage status and updates, and other Environmental, Safety, and Occupational Health (ESOH) data.

C.5.4 Hazard Tracking System (HTS) (MIL-STD-882, Task 106)

The contractor shall establish and maintain an HTS in accordance with CDRL A011. The HTS supports risk management by providing the Government a database to capture identified hazards and lessons learned, track status of the hazard corrective action or acceptance, and provide a communication forum. The contractor shall develop and maintain a method or procedure to document and track hazards for identification until the hazard is eliminated or the associated risk is reduced to a level acceptable to the Government.

C.5.5 Health Hazards Analysis (HHA) (MIL-STD-882, Task 207)

As an addendum of the SAR (CDRL A010), the contractor shall identify health hazards associated with the system and incorporate as part of the SAR. In preparing the Health Hazard Analysis portion of the SAR, the contractor shall provide a description and discussion of each potential or actual health hazard issue of concern for each subsystem or component relative to the Health Hazard Assessment requirements of AR 40-10.

C.5.6 Hazardous Materials Management Program (HMMP) Report

The contractor shall prepare a HMMP Report which shall identify all hazardous materials required for system manufacture, assembly, operation and sustainment, including the parts/process that requires them. Hazardous waste produced as a result of demilitarization, disposal and emergency situations shall also be identified. The report shall include a listing of hazardous materials prioritized for minimization or elimination (CDRL A012).

C.5.7 Hazardous Materials Exceptions

The contractor shall submit formal waiver requests from the requirements of ATPD 2393, section 3.6.1, using the Request for Use of BEB Prohibited Material (Attachment 0013), no later than 60 days after contract award and include detailed technical justification for the use of the prohibited hazardous materials. The contractor shall not use or deliver any prohibited hazardous materials without prior written PCO approval.

The following materials can be used without a written approval:

- Cadmium on electrical connectors and back shells used to mate with cadmium electrical connectors on Government Furnished Equipment (GFE)
- Chemical Agent Resistant Coating (CARC) primers and topcoats
- Lead-acid batteries
- Lead solder
- Lead in engine bearings
- Steel containing up to 0.35 % lead by weight
- Aluminum containing up to 0.4 % lead by weight
- Copper and Brass alloys containing up to 4 % lead by weight
- Beryllium and Beryllium alloys used in electrical components
- Nickel and Nickel alloys
- Mercury containing components compliant with European Union (EU) Directive 2002/95/EC (RoHS)

C.6 CONFIGURATION MANAGEMENT (CM) AND TECHNICAL DATA PACKAGE (TDP)

C.6.1 Configuration Management (CM) Program

The contractor shall establish a CM program for Configuration identification, control, status accounting, audit, and data management of

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the BEB. To maximize return on investment and reduce life cycle costs, the contractor shall use best practices to implement the technical and program management principles fundamental to CM. The contractor is encouraged to use Government Electronics and Information Technology Association (GEIA) EIA-649-A, National Consensus Standard for Configuration Management; GEIA-859, Data Management (DM); and DoD MIL-HDBK-61, Configuration Management Guidance, as references for CM and DM. The contractor shall deliver a CM Plan (CDRL A013).

C.6.2 Configuration Baseline

The contractor shall be responsible for maintaining configuration control of the BEB. The contractor shall establish an initial production configuration baseline for the BEB at completion of CDR. This initial baseline shall identify and document the functional and physical characteristics of the BEB. The final production configuration (i.e., product) baseline will be established at the completion of Physical Configuration Audit (PCA).

C.6.3 Data Accession List (DAL)

All contractor technical data or computer software generated in the performance of this contract or any subcontract hereunder shall be indexed on the DAL (CDRL A014). Data or computer software shall be delivered, if ordered under DFARS 252.227-7027 Deferred Ordering of Technical Data or Computer Software, when not already otherwise ordered. The Government's rights in this technical data or computer software shall be as specified in DFARS 252.227-7013, 7014 and 7015.

C.6.4 Configuration Status Accounting Information (CSAI)

The contractor shall submit a CSAI report and this information shall be recorded and maintained by the contractor for the term of this contract. CSAI reports shall include status of changes, status of resulting action items, effectivity, and incorporation status of approved changes, and completion status of the Technical Data Package (TDP). After the PCA is complete, approved changes shall not be recorded or reported as completed or closed until the new or revised documentation (incorporating the approved change) has been delivered to the Government (CDRL A015).

C.6.5 Change Management

C.6.5.1 Configuration Control Authority

The Government assumes configuration control at completion of the PCA.

C.6.5.2 Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECP)

After the completion of the PCA, the contractor shall prepare all Class I and Class II ECPs-Notice of Revisions (NORs) in accordance with CDRL A016 and the Data Delivery Description (DDD) for ECPs and VECPs in Attachment 0007. Proposed changes to specifications and engineering documents will be described using NORs prepared in accordance with CDRL A017 and the DDD for NORs in Attachment 0007. See MIL-HDBK-61 for additional guidance. NORs are not required if data is electronically marked-up to clearly show proposed changes or if CAD files are furnished to include the current version as well as a preliminary new version showing the revisions incorporated. Impact statements and supporting data sufficient to evaluate the change shall accompany each request (e.g., engineering, safety, quality, cost, schedule, MANPRINT, packaging, provisioning, maintenance, TM, training).

C.6.5.2.1 Value Engineering Change Proposals (VECPs)

The contractor shall prepare VECPs in the same manner as Class I ECPs.

C.6.5.2.2 ECP Numbers

The contractor shall request ECP numbers via e-mail to the Configuration Data Management (CDM) representative (See BEB IPT list, Attachment 0004). The contractor shall utilize these numbers on an individual basis as a control identifier for ECPs and related Engineering Release Records (ERRs). Once an ECP number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of that change proposal. The contractor shall maintain records of where and when each ECP number was used. The ECP and ERR number shall consist of the Government-assigned contractor three character alpha prefix (xxx), followed by the TACOM five-digit alpha/numeric number.

C.6.5.3 Variance Requests for Deviation (RFD)

Contractor requests to temporarily deviate from requirements of the BEB during production shall be submitted as RFDs, prepared in accordance with CDRL A018 and the DDD-RFD, Attachment 0008. RFDs shall be properly classified in accordance with the classification requirements in the DDD-RFD. The Government will not approve Critical RFDs, as they have a profound impact on safety. Recurring deviations or deviations effecting a change to the product baseline documentation may be rejected by the Government and returned for resubmission as a formal Class I ECP.

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C.6.5.4 Effectivity Certification

The contractor shall maintain the original effectivity point information on file for all approved ECPs and RFDs. This information shall be reported to the PCO and shall be incorporated in the CSAI Reports (CDRL A015).

C.6.6 Engineering Release

C.6.6.1 Engineering Release Record (ERR)

An ERR is an action that formally approves configuration documentation and makes configuration documentation available for its intended use. The ERR is the vehicle by which the contractor initially delivers new product data to establish the product baseline (i.e., "initial release"), and delivers revised product data implementing approved changes to the existing Product Baseline (i.e., "change release"), subsequent to a Government-approved ECP. The contractor shall create, maintain, and revise product data and submit ERR packages to reflect the current configuration for the complete BEB TDP for the entire contract performance period. The ERR Package is defined as the ERR form submitted concurrently with the new and revised product data for Product Baseline initial release and change release. The contractor shall prevent premature release of product data related to an ECP until the Government has approved the ECP and subsequent ERR. Multiple ECPs on one ERR is not allowed (CDRLs A019 and A020).

C.6.6.2 ERR Number

The contractor shall request an ERR number from the Governments CDM representative (See BEB IPT list, Attachment 0004) prior to completion of drawings, models and associated lists and submission of any new or revised product data. The contractor shall add their Government-assigned 3-character prefix to the 5-character alpha-numeric ERR number furnished by the Government. The resulting 8-character ERR number shall be the engineering release authority number reflected on models and in the revision block of drawings/associated lists. The ERR number used for change release shall be the same as the ECP number (CDRLs A019 and A020).

C.6.6.3 ERR Submittal/Approval

The ERR package shall contain product data reflecting the complete, Government approved product baseline configuration (incorporating all approved changes) of the BEB TDP; there shall be no missing down parts, interface data, or other deficiencies. The ERR will be approved only after all required product data has been delivered as part of the ERR package and the data is accurate, complete, and approved for release by the Government (CDRLs A019 and A020).

C.6.6.4 Government Format TDP Option

Upon execution of the Government format TDP Option, ERR packages shall comply with the Engineering Release requirements and include the Government-formatted data, converted to Army Ordnance Part Numbers (AOPNs), which shall replace the contractor format and become the master data using the revision scheme required by this contract. All subsequent revisions shall be to the Government formatted master data and shall be in sequence, utilizing only the allowable alphabetical letters in accordance with contract requirements, including part 5 of ASME Y14.35M (CDRL A020).

C.6.7 Configuration Baselines and Audits

C.6.7.1 Physical Configuration Audit (PCA)

The Government will conduct a PCA at the contractors facility/site 60 days after PQT approval to verify that the BEB hardware matches the design documentation. The PCA will not exceed 14 days.

The Government will provide the contractor with an outline of the requirements for the PCA. The contractor shall submit a PCA Plan prior to the PCA (CDRL A021). Any findings that require corrective actions, resulting from the PCA, shall be the responsibility of the contractor.

C.6.7.2 As-Built Configuration List (ABCL)

The contractor shall submit an ABCL in accordance with CDRL A022. After receipt of the updated ABCL, the Government will advise the contractor which items it intends to audit during the PCA. Additional fields are acceptable in the ABCL if they are thoroughly explained by the contractor. The ABCL shall be prepared in indenture level sequence down to the lowest component piece part level and include quantities for each. The contractor shall utilize the OEM part number and CAGE to identify parts. The contractor shall not re-identify or re-mark supplier or purchased parts or related product data with his own number and CAGE.

C.6.7.3 Configuration Audit Summary Report

The contractor shall submit a PCA Summary Report after the Physical Configuration Audit (PCA) to identify discrepancies found between hardware and contract requirements. The contractor shall identify action items and address each issue to include resulting close-out action (CDRL A023).

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C.6.7.4 Product Data Management

The contractor shall possess an authoritative product data, engineering or configuration management system and the processes to effectively manage, securely store, release, validate, and track multiple versions and iterations of the as-designed, as-integrated, as-built, and as-delivered configuration baselines; this includes management of product structures, product definition documents/data, contractor test and analysis data, Government-Furnished Information (GFI) and other related technical data.

The contractor shall develop, manage and maintain the product data throughout the contract performance period. The product data shall consist of product data that is fully defined and sufficient for competitive re-procurement. The product data shall include all product data, indentured product-structure (part-relationship / parent to child), associated lists, specifications, standards, product related documents (e.g. engineering bill of material, special tools and materials, and test and calibration requirements), and all approved and implemented engineering changes.

Product Data shall be prepared to provide accurate design, engineering, manufacturing, and quality assurance requirements. Any 3D Computer Aided Design (CAD) models shall reflect the as built or assembled and tested baseline configuration. The models shall be used for the manufacture, assembly and configuration management of the materials, parts, subassemblies and assemblies of the equipment covered under this contract.

C.6.8 Technical Data Package (TDP) Requirements

C.6.8.1 TDP Delivery in Contractor Format

The contractor shall prepare and deliver product data in contractor format in accordance with Attachment 0009 and CDRL A024.

C.6.8.2 TDP Delivery in Government Format (OPTION)

The contractor shall prepare and deliver product data in Government format in accordance with Attachment 0010 and CDRL A025.

C.7 RELIABILITY, AVAILABILITY, MAINTAINABILITY (RAM) PROGRAM

C.7.1 Reliability & Maintainability (R&M) Program Management

An R&M management program shall be established and maintained throughout the contract (CDRL A027). The program shall require analysis and predictions that assess and improve the BEB design's ability to achieve the R&M requirements of ATPD 2393 and develop essential information for the development of the BEB logistics support package.

C.7.2 R&M Predictions

The contractor shall perform R&M predictions and compare results with R&M requirements in ATPD 2393 (CDRL A027).

C.8 WARRANTY

C.8.1 Commercial Warranty

The contractor shall over pack (with the Technical manuals) a report of any commercial warranty, with all applicable pass through warranties, inside each BEB delivered to the Government in accordance with CDRL A029.

C.8.1.1 Warranty Performance Report

The contractor shall submit a report reflecting all the warranty claims processed on each BEB within the appropriate reporting period in accordance with CDRL A030. In addition, the report shall include the number of operational hours of each engine on the BEB at the time of fault.

C.9 TRANSPORTABILITY REPORT

The contractor shall conduct transportability analysis to ensure the transportability requirements of ATPD 2393 are satisfied. The contractor shall document the results of the analysis in a Transportability Report in accordance with CDRL A031.

If, after Government acceptance, configuration changes are made which impact the data contained in this report, the contractor shall provide updated revision sheets for insertion in the report.

C.10 CONTRACTOR SERVICE REPRESENTATIVE (CSR)

C.10.1 The contractor shall provide a CSR who will provide on-site technical support, if required. The CSR shall be experienced

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personnel and qualified to advise, make recommendations, and instruct key Government personnel with respect to operation, maintenance, and repair of the BEB and its components during each fielding. The effort consists of troubleshooting and diagnosis of problems or issues in the field related to system performance and maintenance. The contract modification(s) shall designate the times and locations of the service to be performed. Instructions and established itineraries will be provided in the modification(s).

C.10.2 Man-Days of Service. Man-Day(s) of service includes travel time for initial travel from the contractor's facility to the fielding site of work. The Government is not responsible for vacation and other holidays and sick leave pay. The Government is not responsible for any emergency leave that the contractor may grant to the CSR while performing work under this contract.

C.10.3 Travel Cost. The travel costs, if necessary, will be negotiated at the time the modification is issued, on a firm-fixed price basis, and not to exceed Government Joint Travel Regulations.

C.10.3.1 The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between the contractor's site and the fielding site. Travel will be funded on a separate CLIN, and is not included in the composite labor skill set or rate. Contractor travel will be all inclusive, with proposal to reflect air travel, ground travel, lodging, per diem, etc.

C.11 INTEGRATED LOGISTICS SUPPORT

C.11.1 Logistics Management

The contractor shall plan and manage an Integrated Logistics Support (ILS) program to ensure supportability of the BEB through testing and fielding.

C.11.2 ILS Development

The contractor shall conduct Supportability Analyses to develop logistics products described in this contract. The contractor shall use GEIA-STD-0007 in identifying content, format, delivery and related guidance for logistics data except as otherwise identified in this contract. The contractor shall validate all documentation prior to submittal to the Government. Government receipt of data deliverables does not constitute acceptance. Government acceptance of data deliverables hinges on the completeness, accuracy, compatibility of submitted documentation, and the applicable military standards and specifications.

C.11.2.1 Maintenance Planning

The contractor shall conduct Maintenance Planning to determine the maintainability characteristics of the BEB. The BEB will use the 2-level maintenance concept in accordance with AR 750-1, Army Material Maintenance Policy. The contractor shall analyze the operational, maintenance and support functions of the system.

C.11.2.1.1 Maintenance Analysis

The supportability analysis shall be documented in the contractor's format as a Logistics Maintenance Information (LMI) summary entitled Maintenance Analysis, and will identify the maintenance functions, level of maintenance, manpower, spare and repair parts and support equipment required for each replaceable and repairable item. The maintenance analysis shall include a maintenance task file documented in Powerlog software and will serve as source data for development of the Maintenance Allocation Chart (MAC), Provisioning Technical Documentation (PTD), technical manuals and Army Manpower and Requirements Criteria (MARC). The maintenance analysis will be documented in end item hardware breakdown sequence, using Functional Group Codes. Instructions are contained in Attachment 0012 (LMI Maintenance Analysis). The Maintenance Analysis shall be delivered in accordance with CDRL A032.

C.11.2.1.1.1 Draft Maintenance Allocation Chart (MAC)

A preliminary report formatted and containing all the elements of a MAC shall be prepared in accordance with MIL-STD-40051 and included as part of the draft Maintenance Analysis review (CDRL A033). The MAC forms the basis for technical manual development. The contractor shall update the MAC with any hardware changes. The MAC shall identify the repair functions that must be performed, the active repair time as defined in AMC-P-700-25, tools and test equipment necessary to perform the function and task for each repairable assembly, subassembly, and component in Functional Group Code sequence.

C.11.2.1.1.2 National Maintenance Work Requirements (NMWR) Candidate List

The NMWR candidate list will be a product of the Maintenance Analysis (CDRL A032). Any component coded for repair at the sustainment level of maintenance with a repair cost as defined as the maintenance expenditure limit specified in AR 750-1 Paragraph 4.6 will be a NMWR candidate. The contractor will annotate these components on the Maintenance Analysis and provide them as a separate list at the first Maintenance Analysis review. The Government will review and approve the final list of NMWR candidates at the final Maintenance Analysis review. The NMWR Candidate List shall be delivered in accordance with CDRL A034.

C.11.2.1.1.2.1 NMWR Data Summary

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The contractor shall perform a supportability analysis called a NMWR data summary for each component on the list. The LMI summary may be in the contractor's format, and shall be documented in accordance with Attachment 0014 (LMI NMWR Data Summary). The contractor shall also indicate for each NMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component. The NMWR Data Summary shall be delivered in accordance with CDRL A034.

C.11.2.1.1.3 Special Tools and Test Equipment (STTE)

The contractor shall deliver a list of Special Tools and Test Equipment for the BEB. The source data for this list will be the Maintenance Analysis. The list shall be in tabular form and shall identify special tools not contained in U.S. Army Supply Catalogs. In addition, the list shall also contain all Test Measurement and Diagnostic Equipment (TMDE) including items contained in common tool sets. Supply Catalogs (SCs) contain common tool sets and are listed at US Army LOGSA web site at <https://weblog.logsa.army.mil/sko/index.cfm>. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code (CAGE), National Stock Number (NSN), if assigned, Part Number (PN), level of maintenance, and price of each item on the list. The STTE list shall be delivered in accordance with CDRL A035.

C.11.2.1.1.4 New TMDE items those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The contractor shall provide all required data for all new TMDE.

C.11.2.1.1.5 The following paragraphs are included to clarify special tools for Army use. Special tools are not identified as components in a Sets, Kits, and Outfits (SKO). Special tools are:

- a. Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by LCNs in Repair Parts and Special Tools Lists (RPSTLs) and located in Technical Manuals (TMs) as appendices. Fabricated tools are used on a single end item.
- b. Tools that are supplied for military applications only (e.g., a cannon tube artillery bore brush) or tools having great military use, but having little commercial application.
- c. Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports the end item/unit (e.g., a spanner wrench used on a specific Ford engine model and on another engine in the Army inventory).

C.11.2.1.1.6 Authorized Stockage List (ASL)

The contractor shall deliver a ASL list for the BEB concurrent with the Maintenance Analysis. The items on the ASL are directly related to the provisioning effort required per this contract in that all procurable parts are required to be provisioned and are required to be on the priced parts list required in CDRL A037. The Government intends to procure these parts to support initial fieldings of the BEB. The ASL shall be prepared and submitted in accordance with CDRL A036.

C.11.2.1.1.6.1 The contractor shall conduct a meeting at the Governments facility to review the initial maintenance analysis 90 DACA.

C.12 PROVISIONING PROGRAM

The contractor shall develop a provisioning program for the BEB using GEIA-STD-0007, data worksheets found in Attachment 0015 (Provisioning Requirements Worksheet), and guidelines found in MIL-HDBK-502, Logistics Management Information (LMI), for use in identifying content, delivery and related guidance for logistics data. The Government will use the guidance contained in the Quality Assurance Provisioning Guidance Book (QAPG) and AMC PAM 700-25 for acceptance criteria of provisioning data delivered under the provisions of contract. The contractor shall identify all parts and components of the BEB and input the data into the Provisioning Bill of Material (PBOM) accordingly (CDRL A037). The contractor will be provided the PBOM database at the Start of Work and Initial IPT meeting. Data shall be loaded into the database provided, using Provisioning Contract Control Number (PCCN) for the system and Usable On Code (UOC): BEB. A new Provisioning Line Item Sequence Number (PLISN) will be assigned and provided at the SOWM. The PBOM/LMI will contain all data for the assemblies, sub assemblies, spare parts, Basic Issue Items (BII), Expendable Durables, Long Lead Time Items, and kits, to include Components of the End Item (COEI), Additional Authorized Items List (AAL), and Special Tools required to support BEB. The final PBOM must reflect all components, to ensure all parts in the PBOM reflect the total top-down breakdown structure, including all parent/child relationships.

C.12.1 Provisioning Performance Schedule

The contractor shall provide a provisioning performance schedule at the SOWM (CDRL A038). This schedule shall provide an estimated number of lines, changes, and additions along with the number of meetings required.

C.12.2 Provisioning Parts List (PPL) Delivery

The contractor shall submit LMI/PPL in accordance with GEIA-STD-0007 (CDRL A039). The Government will discuss each method at the

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Provisioning Guidance Meeting as part of the SOWM. All submissions of the LMI/PPL data must be compatible with TACOM Logistics Modernization Program (LMP) and must pass all LMP edits. Each incremental submission shall have no more than 1,500 lines, unless approved in advance by the Government. Each incremental submission shall include at least one major assembly.

C.12.3 Engineering Data for Provisioning (EDFP)

The contractor shall prepare one hard copy of EDFP including the top assembly illustration. These illustrations may include parts lists, detail and assembly illustrations, interface control illustrations, performance characteristics, company illustrations, or commercial parts book pages that clearly identify each new item and its part number. Submissions shall be for each P source-coded part number being provisioned, not having a valid NSN. Illustrations shall be annotated with the PLISN and PCCN for the system. EDFP shall be submitted in accordance with CDRL A040.

C.12.4 Provisioning Screening

The contractor shall conduct provisioning screening on each item on the PPL for standardization or NSN identification for all P source-coded items. This screening will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. The contractor shall also screen by technical characteristics. The screening results must be available to review at each meeting. The contractor shall conduct provisioning screening using Federal Logistics Information System (FLIS), WEBFLIS, or by batch submittal part numbers submitted to Defense Logistics Information Service (DLIS). EDFP is not required for items accompanied by a copy of pre-procurement screening per CDRL A041, which indicate the item has a valid National Stock Number (NSN). Additional information provided below.

C.12.4.1 Federal Logistics Information System (FLIS)

For additional information on requesting software and passwords, refer to the Provisioning Screening User Guide (AMC-P 700-25 Appendix D).

C.12.4.2 WEBFLIS

For additional information on WEBFLIS, go to www.dlis.dla.mil/webflis. There are two versions of WEBFLIS: Public Query and Restricted/Sign-on. Anyone with access to the Internet may access the Public Query version. The Restricted/Sign-on version requires a valid User ID/password to access the system. User IDs may be obtained by filling out a registration form. The registration forms are found on the DLIS web site. After accessing the Home Page, go into the Forms and Publications section and select the registration form for WEBFLIS. There are two forms available - one for Government workers and one for Government sponsored contractors.

C.12.4.3 Batch submittals to DLIS

For additional information on how to submit batch requests to DLIS, refer to the Provisioning Screening User Guide.

C.12.5 Provisioning Meetings

The contractor shall identify all items having Essentiality Codes of 1, 5, and 6 (as defined in AMC-P 700-25 Appendix D), Mandatory Replacement Items, Special Tools, Long Lead Time Items (LLTI) & Test Equipment at the first Provisioning Meeting Review. The contractor shall host a provisioning meeting (unless otherwise directed by the PCO) not to exceed 5 working days for each incremental review. If the submittal does not meet stated requirements, the Government will provide specific comments on the areas to be corrected. The Government will make the determination of whether the meeting should be postponed. The contractor will have 7 days to fix all errors and resubmit their data. At that time, the next provisioning meeting will be scheduled via mutual agreed dates between both parties. The contractor will make available the following to support the provisioning meeting effort:

- a. Two hard copies of the Provisioning Parts List (PPL) in a format acceptable to TACOM LMP (LSA-036 format).
- b. Each line/PLISN on the PPL will have an accompanying hardcopy EDFP illustration.
- c. For the PLISNs with National Stock Numbers (NSNs) hard copy Pre-Procurement Screening (PPS) will be submitted.
- d. Facilities and office space to include copying and data processing access.
- e. Internet access.

C.13 TECHNICAL PUBLICATIONS

C.13.1 The contractor shall develop equipment technical manuals (TM) to support the BEB. If a modification kit for the IBC or BAP is required to accommodate the BEB, the resultant data (installation instructions, maintenance, and parts information) shall be incorporated into the TMs. The following manuals shall be developed:

TM 5-1940-XXX-10	Operator Manual
TM 5-1940-XXX-23	Field Maintenance Manual
TM 5-1940-XXX-23P	Field Maintenance Repair Parts and Special Tools List (RPSTL) Manual
LO 5-1940-XXX-13	Lubrication Order Manual

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NMWR 5-1940-XXX National Maintenance Work Requirements (NMWR) with RPSTL Manual
 TM 5-1940-XXX-13&P Crew Protection Kit (CPK) with RPSTL Manual

C.13.1.1 Operator Manual

The operator manual shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A042, and Attachments 0016, 0017, and 0018 (General Publications Requirements, Equipment Publications Defects List (EPDL), and DE Style Guide).

C.13.1.2 Field Maintenance Manual

The field maintenance manual shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A043, and Attachments 0016, 0017, and 0018.

C.13.1.3 Field Maintenance Repair Parts and Special Tools List (RPSTL) Manual

The Field Maintenance RPSTL manual shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A044, and Attachments 0016, 0017, and 0018.

C.13.1.4 Lubrication Order Manual

The Lubrication Order shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A045, and Attachments 0016, 0017, and 0018.

C.13.1.5 National Maintenance Work Requirements (NMWR) with RPSTL Manual

Based on the maintenance analysis, if any items are sustainment level and above a NMWR manual shall be prepared and delivered in accordance with MIL-STD-40051, CDRL A046, and Attachments 0016, 0017, and 0018. NMWRs cover sustainment maintenance for those components determined to require repair for return to supply system. This determination is made by the Government based on information from the maintenance analysis and NMWR candidate list information within this contract.

C.13.1.6 Crew Protection Kit (CPK) with RPSTL Manual

The contractor shall prepare, validate and deliver a separate CPK with RPSTL manual to support the use, operation, maintenance, preparation for shipment or storage instructions, parts and installation and removal of the unique CPK as applied to the BEB. The CPK with RPSTL manual shall be prepared and delivered in accordance with MIL-STD-40051 and the applicable requirements matrices stated therein, CDRL A047, and Attachments 0016, 0017, and 0018.

C.13.1.6.1 The CPK with RPSTL manual shall include an Operator and a separate Field Maintenance Preventive Maintenance Checks and Services (PMCS) and a two level Maintenance Allocation Chart (MAC) supporting the CPK. The Operator and Field PMCS and the MAC and all related data shall be tailored and confined to the CPK as applied to the BEB identified in this contract and resulting BEB configuration changes. All other (non-CPK) operator and maintenance instructions and RPSTL data shall be supported by references to the non-CPK BEB TM series. The contractor shall be responsible for all changes to the CPK with RPSTL manual and as applied to the BEB configuration resulting changes from testing and reviews.

C.13.1.6.2 All CPK instructions in the manual shall be in the form of fully illustrated, detailed start step to end step instructions written in installation order. The tasks, RPSTL, and MAC shall follow this same general order. The CPK installation instructions shall be written to maximize the efficiency of the installation process. The detailed removal instructions shall be in the same form as the installation instructions. Simply stating reverse the installation instructions or similar is not acceptable. The step by step installation and removal instructions shall be included in the back of the CPK with RPSTL manual as part of the Supporting Information Chapter.

C.13.1.6.3 All instructions shall contain clear illustration of each step. Instructions shall include required modification dimensions or templates as needed to install the CPK on the BEB. Hardware and armor items which could be installed backwards shall be clearly shown and described in the proper orientation. The use of digital photos and line art is acceptable; the use of color is not acceptable.

C.13.1.6.4 The CPK with RPSTL manual shall be subject to validation and verification in accordance with procedures in paragraphs C.13.6 and C.13.7 below.

C.13.1.6.5 The TM Distribution Restriction Statement for the front cover and Title Block Page shall be: Distribution Statement C: Distribution authorized to U.S. Government agencies and their contractors only per the PEO CS&CSS Armoring Systems Security Classification Guide effective 6 April 2007. This determination was made on July 24, 2012. Other requests for this document must be referred to PM Bridging Attn: SFAE-CSS-FP-H, (M/S 401) 6501 East 11 Mile Road, Warren, MI 48397-5000.

C.13.1.6.6 The contractor shall destroy all paper copies and electronic files related to the CPK with RPSTL manual upon Government acceptance of final publication deliverables.

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C.13.2 Technical Manual Deliverables

C.13.2.1 A Draft Equipment Publication (DEP) of each manual shall be delivered as required in CDRLs A042, A043, A044, A045, A046, and A047. This publications deliverable is also referred to as a Preliminary Technical Manual (PTM). The DEP must be a complete publication in the same format as the final publication. The DEP shall include all required content per the CDRLs and Attachments 0016, 0017, and 0018.

C.13.2.2 Final Draft Equipment Publication (FDEP) of each manual shall be delivered as required in CDRLs A042, A043, A044, A045, A046, and A047. The FDEP shall incorporate all DEP review, validation and verification corrections, changes, and additions.

C.13.2.3 Final Reproducible Copy (FRC) of each manual shall be delivered as required in CDRLs A042, A043, A044, A045, A046, and A047.

C.13.2.4 The contractor shall deliver all source material, defined as operating plans, standard procedures, computer programs, and residual material to include computer disks, and other media containing digital files developed to fulfill the requirements of this contract. The contractor shall furnish copyright releases for all copyrighted data used to develop the technical manuals in accordance with DFARS 227.7103-9.

C.13.2.5 An Extensible Markup Language (XML)-tagged instance is not a required deliverable for equipment publications developed under this contract. The contractor may choose to develop the XML-tagged instances for publications developed under this contract if it meets its requirements. No costs for XML tagging shall be accrued to the Government.

C.13.3 A publication start of work meeting shall be held in conjunction with the SOWM within 30 days after contract award. This meeting may be a sub-meeting of an overall contract start-of-work meeting or a standalone meeting. The purpose of this meeting is to review publications contract requirements, establish lines of communications, answer contractor questions, and develop a publications schedule based on the requirements of the program and the contract.

C.13.4 Publications In-Process Reviews

The contractor shall support Government In-Process Reviews by presenting samples of work accomplished to date, answering questions about publications work processes, providing records of QA reviews, and responding to Government comments regarding publications processes or work samples.

C.13.5 Publications Validation

The contractor shall validate the technical accuracy and adequacy of all operating and maintenance procedures and other required TM content in the PTM prior to delivery to the Government. The contractor shall maintain records of validation reviews that show the dates of when the material validation was performed and reviewed, what the findings were, and all corrective actions taken. Validation records shall be included as part of the Validation Report, CDRL A048. Validation personnel must include personnel that did not author the procedure. All validation records must be signed and certified by two separate contractor representatives. Government representatives have the right to examine these records upon request and to witness validation work.

C.13.5.1 All operation, PMCS, troubleshooting, and maintenance procedures shall be 100 percent performance validated. Troubleshooting procedures shall be validated to the extent possible without damaging equipment. All performance validation shall be done using tools available to the Soldier at the designated level of maintenance. Other content, such as Controls and Indicators, front matter, rear matter, torque tables, lists, theory of operation, glossary, and index information shall be validated by review against engineering data, TM data, and/or production-representative BEB.

C.13.5.2 The contractor is required to have and use a validation plan to validate TM content. The validation plan shall specify TM content to be validated and when and where that content is to be validated. The validation plan shall describe the validation method(s) used for each type of TM content. The validation plan shall be made available to the Government for review and approval 30 days prior to the start of the validation in accordance with CDRL A049. If the Government determines the validation plan will not ensure technical accuracy and adequacy of all TM deliverables, the contractor shall revise the plan. A validation report shall be delivered after validation completion in accordance with CDRL A048. The validation report shall certify that validation has been completed, and that the TM deliverables have applied quality assurance with use of the EPDL (Attachment 0017).

C.13.5.3 The contractor shall review the summary EPDL. The Government uses the EPDL to review and evaluate the publications deliverables. Publications deliverables developed under this contract shall not contain any defects listed on the EPDL. This summary of EPDL is provided in Attachment 0017 to each TM deliverable CDRLs A042, A043, A044, A045, A046, and A047 for use by contractor publications authoring and QA personnel.

C.13.5.4 TM Crosswalk

The Maintenance Allocation Chart (MAC), repair parts and special tools list (RPSTL), and maintenance instructions shall be complete and consistent with the Logistics Management Information (LMI) process. The MAC is the framework for development of both the RPSTL and the

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maintenance instructions, and all three shall be consistent. All maintenance functions listed in the MAC for a component shall have an associated maintenance work package(s), at the appropriate level of maintenance, containing tasks supporting the maintenance functions. A listing of spare parts supporting the required maintenance functions shall also be listed in the RPSTL work package. The sequence of the maintenance work packages and the RPSTL work packages shall follow the functional group code (FGC) or logistics support analysis control number (LCN) sequence in the MAC.

C.13.5.5 Technical Manual (TM) DEP Review Acceptance Criteria

C.13.5.5.1 The Governments goal is to ensure the contractor performed sufficient quality reviews to eliminate all defects as defined in the EPDL (Attachment 0017) from the TM. The DEP must meet acceptable review criteria, before the Government will accept the DEP and move forward to plan Government Log Demo and Verification. This criterion is defined as follows:

- (1) For the given sample size*, the DEP must not contain Critical errors in 10 percent or more of the work packages.
- (2) For the given sample size*, the DEP must not contain Major errors in 25 percent or more of the work packages.

* For TMs consisting of less than 50 total work packages, the Government will review 100 percent of the TM. For TMs consisting of more than 50 total work packages, the Government will review a random sample of 25 percent of the total number of work packages. The random sample selection will be the responsibility of AMSTA-LCC-JL.

C.13.5.5.2 Critical and Major Errors are defined in the EPDL (Attachment 0017). The Government plans to review 100 percent of the DEP manual, but if the DEP submission fails to meet either acceptance criterion, the DEP will be rejected through official notice to the PCO. If the DEP meets the acceptance guidelines defined in this contract, the Government will continue with a 100 percent DEP review.

C.13.6 TM Verification

The Government is responsible for verification of the manuals to assure accuracy and usability by US Army soldiers. Government representatives will review the DEP to determine that proper QA has been used during preparation, that the manuals are complete, and that the DEP manuals are adequate for verification. Verification may consist of actual performance of up to 100 percent of operator and maintenance procedures. The Government has the right to choose to verify manuals by desk-top review, review on equipment, or actual performance, or any combination of these methods. The Government intends to verify by performance to the extent required to assure that the contractor has properly prepared and validated TM content that is usable.

C.13.6.1 The contractor shall provide support to the Government verification process. This support shall consist of facilities, tables, chairs, and contractor personnel to assist with record keeping, equipment preparation, and equipment maintenance, mandatory replacement parts supply, consumables (rags, fluids, lubricants, sealants, etc.) supply, Government-issued tools, and special tools.

C.13.6.2 The contractor shall also provide contractor TM personnel to take notes of all corrections required and to maintain the master markup, to answer questions, to review Verification issues, and to advise the Government regarding erroneous changes or recommendations that arise during Verification. The contractor shall also arrange for the services of a photographer in order to assist in documenting problem areas and changes required to correct errors or omissions in the draft technical manual procedures being verified.

C.13.6.3 The contractor shall correct all errors found during Government reviews and verification in all publications deliverables.

C.14 TRAINING

C.14.1 General Training Requirements

The contractor shall provide technically qualified/certified instructors to support all required training events and instructional materials related to the PQT Program of Instruction (POI) for the BEB. Instructor certification shall be established by: Army Certification (Instructor's Training Course), or by a civilian certification program through public or private certification process, or by a documented contractor certification program that will be verified by the Government. The Government will provide training assets, general tools, common tests sets, fully equipped classroom(s), training areas, range requirements and clearance to support training events.

C.14.1.1 Work Hours

All contractor employees must be authorized and available to work a flexible 40-hour workweek, and be available to start any time of day, seven days a week, to accommodate Government schedules

C.14.1.2 Ratio

The instructor to student ratio for BEB hands-on training shall not be greater than 1:4. For classroom instruction, the ratio can be as great as 1:30.

C.14.2 Training for Production Qualification Test (PQT)

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The contractor shall provide 40 hours of Operator and 40 hours of Field Level Maintenance training to support PQT at Aberdeen Proving Grounds (APG), MD. The classes may be comprised of military personnel, government employees, contractors, or civilians. Training shall consist of proper operating procedures, safety precautions, operator and maintainer Preventative Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary training materials and equipment required to support testing of the BEB.

C.14.2.1 PQT Training Task Lists

The contractor shall create a training task list for Operator and Field Level Maintenance to support PQT (CDRL A050) to include the break out of hours by task. The task lists shall be approved by the Government. The PQT Operator Training Task List shall cover complete operation and safety of the system, loading and unloading for transport, proper use of tools, equipment, BII, Operator Preventative Maintenance Checks and Services (PMCS) and troubleshooting. The PQT Field Level Maintenance Training Task List shall cover operation characteristics, complete field level maintenance PMCS, troubleshooting, diagnosis and repair of equipment components to include system unique control systems, and ancillary systems. Training Task Lists shall be consistent with procedures established in the appropriate technical manuals (e.g., COTS manuals or OEM instructions).

C.14.2.2 PQT Programs of Instruction (POI)

The contractor shall develop POIs to include items in the following sections: PQT Training Task Lists, Training Schedules, Lesson Plans, Instructors Guides, Student Guides, Operator Practical Exercises (PEs), and Course Critiques for PQT Operator and Field Level Maintenance Training.

C.14.2.2.1 PQT Training Schedules

The contractor shall develop a training schedule for each PQT Operator and Field Level Maintenance training course Operator and Field Level Maintenance (CDRL A050). The schedule shall be in accordance with the hours required for each class and it shall be based on contents of approved training task list.

C.14.2.2.2 PQT Lesson Plans

The contractor shall develop Lesson Plans (with required visual aids) (CDRL A050) for the PQT Operator and Field Level Maintenance courses. Lesson plans shall consist of a structured outline of technical information, procedures, policies, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed on the course task listing.

C.14.2.2.3 PQT Instructors Guides (IGs)

The contractor shall prepare and deliver an Instructor Guide for the PQT Operator course and an IG for the PQT Field Level Maintenance course (CDRL A050). The IGs shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

C.14.2.2.4 PQT Student Guides (SGs)

The contractor shall prepare and deliver SGs for the PQT Operator and Field Level Maintenance courses (CDRL A050). The SGs shall include all the information located in the lesson plans, plus the information in the visual aids. It shall have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional guides. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SGs.

C.14.2.2.5 PQT Operator Practical Exercises (PEs)

Students participating in the PQT Operator training will be required to participate in PEs. The contractor shall develop an Operator PE checklist (Go/No Go) which shall cover all major areas of the Operator POI (CDRL A050). The PE checklists shall list all the steps necessary for the student to properly perform the task that it is associated with.

C.14.2.2.6 PQT Course Critiques

The contractor shall develop course critiques and administer to each student upon completion of the training event. At a minimum, this course critique shall contain student feedback, any problems or difficulties experienced during the training and any recommendations for course improvements (CDRL A050).

C.14.3 Training for Logistics Demonstration (LOG DEMO)

The contractor shall provide 40 hours of Operator and 40 hours of Field Level Maintenance training to support LOG DEMO at the prime or logistics subcontractor location, as applicable. The classes may be comprised of military personnel, government employees, contractors, or civilians. Training shall consist of proper operating procedures, equipment and familiarization, safety precautions, operator and maintainer Preventative Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary training materials and equipment

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required to support testing of the BEB system. The draft Operator and Field Level Maintenance Technical Manuals shall be provided to supplement development and training.

C.14.3.1 Logistics Demonstration (LOG DEMO) Training Task Lists

The contractor shall update the PQT Training Task List to reflect Government approved updates and changes to Operator and Field Level Maintenance Tasks. This updated Task List will support LOG DEMO (CDRL A051) to include the break out of hours by task. The LOG DEMO Operator Training Task List shall cover complete operation and safety of the system, loading and unloading for transport, proper use of tools, equipment, BII, Operator Preventative Maintenance Checks and Services (PMCS) and troubleshooting. The LOG DEMO Field Level Maintenance Training Task List shall cover operation characteristics, complete field level maintenance PMCS, troubleshooting, diagnosis and repair of equipment components to include system unique control systems, and ancillary systems. The Training Task Lists shall be consistent with procedures established in the Draft Technical Manuals.

C.14.3.2 Logistics Demonstration (LOG DEMO) Programs of Instruction (POI)

The contractor shall develop POIs to include items in the following sections: Logistics Demonstration (LOG DEMO) Training Task Lists, Training Schedules, Lesson Plans, Instructors Guides, Student Guides, Operator Practical Exercises (PEs), and Course Critiques for LOG DEMO Operator and Field Level Maintenance Training. The Government will provide the contractor with access to BEB systems and any Government owned source data available in order to develop and check materials needed to complete the mentioned documents.

C.14.3.2.1 Logistics Demonstration (LOG DEMO) Training Schedules

The contractor shall update the PQT Training Schedules to reflect Government approved updates and changes to Operator and Field Level Maintenance Training Schedules (CDRL A051). The schedule shall be in accordance with the hours required for each class and shall be based on contents of approved training task list.

C.14.3.2.2 Logistics Demonstration (LOG DEMO) Lesson Plans

The contractor shall update the PQT Lesson Plans (with required visual aids) to reflect Government approved updates and changes to Operator and Field Level Maintenance Training Schedules (CDRL A051). The updated Lesson Plans shall consist of an updated structured outline of technical information, procedures, polices, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed on the course task listing.

C.14.3.2.3 Logistics Demonstration (LOG DEMO) Instructors Guides (IGs)

The contractor shall update the PQT IGs to reflect Government approved updates and changes to Operator and Field Level Maintenance IGs (CDRL A051). The IGs shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

C.14.3.2.4 Logistics Demonstration (LOG DEMO) Student Guides (SGs)

The contractor shall update the PQT SGs to reflect Government approved updates and changes to Operator and Field Level Maintenance SGs (CDRL A051). The SGs shall include all the information located in the updated lesson plans, plus the information in the visual aids. It shall have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional guides. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SGs.

C.14.3.2.5 Logistics Demonstration (LOG DEMO) Operator Practical Exercises (PEs)

Students participating in the LOG DEMO Operator training will be required to participate in PEs. The contractor shall update the FAT Operator PE checklist to reflect Government approved updates and changes. The PEs shall cover all major areas of the LOG DEMO Operator POI (CDRL A051). The PE checklists shall list all the steps necessary for the student to properly perform the task that it is associated with.

C.14.3.2.6 Logistics Demonstration (LOG DEMO) Course Critiques

The contractor shall update the PQT Course Critiques to reflect updates and changes. The contractor shall provide course critiques and administer to each student upon completion of the training event. At a minimum, this course critique shall contain student feedback, any problems or difficulties experienced during the training and any recommendations for course improvements (CDRL A051).

C.14.4 Training for Limited User Test (LUT) (OPTION)

The contractor shall provide 40 hours of Operator and 40 hours of Field Level Maintenance training to support LUT which will take place at Camp Ripley, WI; Fort Hood, TX; Fort Leonard Wood, MO; Fort Knox/Shepardsville, KY or Columbia Falls, MT. The classes may be comprised of military personnel, government employees, contractors, or civilians. Training shall consist of proper operating procedures,

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equipment and familiarization, safety precautions, operator and maintainer Preventative Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary training materials and equipment required to support testing of the BEB system. The draft Operator and Field Level Maintenance Technical Manuals shall be provided to supplement development and training.

C.14.4.1 Limited User Test (LUT) Training Task Lists

The contractor shall update the LOG DEMO Training Task List to reflect Government approved updates and changes to Operator and Field Level Maintenance Tasks. This updated Task List will support LUT (CDRL A052) to include the break out of hours by task. The LUT Operator Training Task List shall cover complete operation and safety of the system, loading and unloading for transport, proper use of tools, equipment, BII, Operator Preventative Maintenance Checks and Services (PMCS) and troubleshooting. The LUT Field Level Maintenance Training Task List shall cover operation characteristics, complete field level maintenance PMCS, troubleshooting, diagnosis and repair of equipment components to include system unique control systems, and ancillary systems. The Training Task Lists shall be consistent with procedures established in the Draft Technical Manuals.

C.14.4.2 Limited User Test (LUT) Programs of Instruction (POI)

The contractor shall develop POIs to include items in the following sections: Limited User Test (LUT) Training Task Lists, Training Schedules, Lesson Plans, Instructors Guides, Student Guides, Operator Practical Exercises (PEs), and Course Critiques for LUT Operator and Field Level Maintenance Training. The Government will provide the contractor with access to BEB systems and any Government owned source data available in order to develop and check materials needed to complete the mentioned documents.

C.14.4.2.1 Limited User Test (LUT) Training Schedules

The contractor shall update the LOG DEMO Training Schedules to reflect Government approved updates and changes to Operator and Field Level Maintenance Training Schedules (CDRL A052). The schedule shall be in accordance with the hours for each class and it shall be based on the contents of approved training task list.

C.14.4.2.2 Limited User Test (LUT) Lesson Plans

The contractor shall update the LOG DEMO Lesson Plans (with required visual aids) to reflect Government approved updates and changes to Operator and Field Level Maintenance Training Schedules (CDRL A052). The updated Lesson Plans shall consist of an updated structured outline of technical information, procedures, policies, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed on the course task listing.

C.14.4.2.3 Limited User Test (LUT) Instructors Guides (IGs)

The contractor shall update the LOG DEMO IGs to reflect Government approved updates and changes to Operator and Field Level Maintenance IGs (CDRL A052). The IGs shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

C.14.4.2.4 Limited User Test (LUT) Student Guides (SGs)

The contractor shall update the LOG DEMO SGs to reflect Government approved updates and changes to Operator and Field Level Maintenance SGs (CDRL A052). The SGs shall include all the information located in the updated lesson plans, plus the information in the visual aids. It shall have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SG.

C.14.4.2.5 Limited User Test (LUT) Operator Practical Exercises (PEs)

Students participating in the LUT Operator training will be required to participate in PEs. The contractor shall update the LOG DEMO Operator PE checklist to reflect Government approved updates and changes. The PEs shall cover all major areas of the LUT Operator POI (CDRL A052). The PE checklists shall list all the steps necessary for the student to properly perform the task that it is associated with.

C.14.4.2.6 Limited User Test (LUT) Course Critiques

The contractor shall update the LOG DEMO Course Critiques to reflect Government NET Manager approved updates and changes. The contractor shall provide course critiques and administer to each student upon completion of the training event. At a minimum, this course critique shall contain student feedback, any problems or difficulties experienced during the training and any recommendations for course improvements (CDRL A052).

C.14.5 Operator New Equipment Training (OPNET) (OPTION)

The contractor shall provide Operator NET to support fielding. The training locations will include, but not be limited to, the

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locations listed in Section H.6. The classes may be comprised of military personnel, government employees, contractors, or civilians. OPNET shall consist of proper operating procedures, equipment and familiarization, safety precautions, operator Preventative Maintenance Checks and Services (PMCS), Operator maintenance tasks, and all necessary training materials and equipment required to support training of the BEB system. OPNET and Field Level Maintenance training events may require concurrent support and execution. The contractor shall be required to provide four (4) OPNET instructors per one week OPNET event. Each fielding will require OPNET. The price of the OPNET classes shall be inclusive of travel costs (airfare, local car rental, lodging, meals, and incidental expenses) associated with the contractor personnel performing the services. The travel costs shall be based on a per person 9-day trip. The Final Operator Technical Manual shall be provided to supplement development and training.

C.14.5.1 Operator New Equipment Training (OPNET) Training Task Lists

The contractor shall update the LUT Training Task List to reflect Government approved updates and changes to Operator Tasks. This updated Task List will support OPNET (CDRL A053) to include the break out of hours by task. The OPNET Training Task List shall cover complete operation and safety of the system, loading and unloading for transport, proper use of tools, equipment, BII, Operator Preventative Maintenance Checks and Services (PMCS) and operator troubleshooting. The OPNET Training Task Lists shall be consistent with procedures established in the Final Operator Technical Manuals.

C.14.5.2 Operator New Equipment Training (OPNET) Programs of Instruction (POI)

The contractor shall develop OPNET POIs to include items in the following sections: Operator New Equipment Training (OPNET) Training Task Lists, Training Schedules, Sign-in Rosters, Lesson Plans, Instructors Guides, Student Guides, Operator Practical Exercises (PEs), Certificates of Training and Course Critiques for OPNET Training. The Government will provide the contractor with access to BEB systems and any Government owned source data available in order to develop and check materials needed to complete the mentioned documents.

C.14.5.2.1 Operator New Equipment Training (OPNET) Training Schedules

The contractor shall update the LUT Training Schedules to reflect Government approved updates and changes to OPNET Training Schedules (CDRL A053). The schedule shall be in accordance with the hours required for each class and it shall be based on contents of approved OPNET training task list.

C.14.5.2.2 Operator New Equipment Training (OPNET) Sign-in Rosters

The contractor shall develop and provide the Government with a class sign-in roster for each OPNET training event (CDRL A053).

C.14.5.2.3 Operator New Equipment Training (OPNET) Lesson Plans

The contractor shall update the LUT Lesson Plans (with required visual aids) to reflect Government approved updates and changes to Operator Training Schedules (CDRL A053). The updated OPNET Lesson Plans shall consist of an updated structured outline of technical information, procedures, polices, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed on the course task listing.

C.14.5.2.4 Operator New Equipment Training (OPNET) Instructors Guides (IGs)

The contractor shall update the LUT IGs to reflect Government approved updates and changes to Operator IGs (CDRL A053). The OPNET IG shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

C.14.5.2.5 Operator New Equipment Training (OPNET) Student Guides (SGs)

The contractor shall update the LUT SG to reflect Government approved updates and changes to Operator SG (CDRL A053). The OPNET SG shall include all the information located in the updated lesson plans, plus the information in the visual aids. It shall have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional guides. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SGs.

C.14.5.2.6 Operator New Equipment Training (OPNET) Practical Exercises (PEs)

Students participating in the OPNET training will be required to participate in PEs. The contractor shall update the LUT Operator PE checklist to reflect Government approved updates and changes. The PEs shall cover all major areas of the OPNET POI (CDRL A053). The OPNET PE checklists shall list all the steps necessary for the student to properly perform the task that it is associated with.

C.14.5.2.7 Operator New Equipment Training (OPNET) Certificates of Training

The contractor shall provide a certificate of training to each student that successfully completes all the OPNET training requirements (CDRL A053).

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C.14.5.2.8 Operator New Equipment Training (OPNET) Course Critiques

The contractor shall update the LUT Course Critiques to reflect the Governments approved updates and changes. The contractor shall provide course critiques and administer to each student upon completion of the OPNET training event (CDRL A053).

C.14.5.3 Operator New Equipment Training (NET) Training Support Package (TSP)

The contractor shall prepare and deliver six (6) digital TSPs for each OPNET course (CDRL A053). The digital TSPs shall include: program of instruction materials, multimedia presentations, diagnostics, and other training support products used during OPNET to permit the unit to develop and conduct effective and efficient sustainment training upon completion of Operator New Equipment Training.

C.14.6 Field Level Maintenance New Equipment Training (FLMNET) (OPTION)

The contractor shall provide Field Level Maintenance NET to support fielding. The training locations will include, but not be limited to, the locations listed in Section H.6. The classes may be comprised of military personnel, government employees, contractors, or civilians. FLMNET shall consist of proper operating procedures, equipment and familiarization, safety precautions, operator and maintainer Preventative Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary training materials and equipment required to support training of the BEB system. OPNET and Field Level Maintenance training events may require concurrent support and execution. The contractor shall be required to provide two (2) FLMNET instructors per one week FLMNET event. Each fielding will require FLMNET. The price of the FLMNET classes shall be inclusive of travel costs (airfare, local car rental, lodging, meals, and incidental expenses) associated with the contractor personnel performing the services. The travel costs shall be based on a per person 9-day trip. The Final Operator and Field Level Maintenance Technical Manuals shall be provided to supplement development and training.

C.14.6.1 Field Level Maintenance New Equipment Training (FLMNET) Training Task Lists

The contractor shall update the LUT Training Task List to reflect Government approved updates and changes to Field Level Maintenance Tasks. This updated Task List will support FLMNET (CDRL A054) to include the break out of hours by task. The FLMNET Training Task List shall cover operation characteristics, complete field level maintenance PMCS, troubleshooting, diagnosis and repair of equipment components to include system unique control systems, and ancillary systems. The FLMNET Task Lists shall be consistent with procedures established in the Final Field Level Maintenance Technical Manuals.

C.14.6.2 Field Level Maintenance New Equipment Training (FLMNET) Programs of Instruction (POI)

The contractor shall develop NET POIs to include items in the following sections: Field Level Maintenance New Equipment Training (FLMNET) Training Task List, Training Schedule, Sign-in Roster, Lesson Plan, IG, SG, Written Test (WT), Certificates of Training and Course Critiques for FLMNET Training. The Government will provide the contractor with access to BEB systems and any Government owned source data available in order to develop and check materials needed to complete the mentioned documents.

C.14.6.2.1 Field Level Maintenance New Equipment Training (FLMNET) Training Schedules

The contractor shall update the LUT Training Schedules to reflect Government approved updates and changes to FLMNET Training Schedules (CDRL A054). The schedule shall be in accordance with the hours required for each class and it shall be based on the contents of approved FLMNET training task list.

C.14.6.2.2 Field Level Maintenance New Equipment Training (FLMNET) Sign-in Rosters

The contractor shall develop and provide the Government with a class sign-in roster for each FLMNET training event (CDRL A054).

C.14.6.2.3 Field Level Maintenance New Equipment Training (FLMNET) Lesson Plans

The contractor shall update the LUT Lesson Plans (with required visual aids) to reflect Government approved updates and changes to Field Level Maintenance Training Schedules (CDRL A054). The updated Lesson Plans shall consist of an updated structured outline of technical information, procedures, polices, notes, warnings and cautions required to present a completed and comprehensive block of instruction for each task listed in the FLMNT task list.

C.14.6.2.4 Field Level Maintenance New Equipment Training (FLMNET) Instructors Guides (IGs)

The contractor shall update the LUT IGs to reflect Government approved updates and changes to Field Level Maintenance IGs (CDRL A054). The IGs shall include all the individual lesson plans in the POI. They shall also contain instructions for the instructor to follow which are tailored for each lesson.

C.14.6.2.5 Field Level Maintenance New Equipment Training (FLMNET) Student Guides (SGs)

The contractor shall update the LUT SGs to reflect Government approved updates and changes to Field Level Maintenance SGs (CDRL A054). The FLMNET SGs shall include all the information located in the updated lesson plans, plus the information in the visual aids. It shall

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have space for the students to take notes. One set of materials shall be provided for each student attending training, plus four (4) additional guides. Any ancillary training material used (e.g.: charts, diagrams, schematics, worksheets) shall be included as part of the SG.

C.14.6.2.6 Field Level Maintenance New Equipment Training (FLMNET) Written Test (WT)

The contractor shall develop a FLMNET Written Test. These written tests shall only incorporate information that was presented during the course of instruction. Each student will be required to score at least 70% on an end of course written test. The contractor shall develop two versions of the FLMNET end of course written tests (CDRL A054). They shall consist of 25 questions each and shall cover all lessons taught. If a student should fail the first written test they shall be retrained and retested using the other version of the written test.

C.14.6.2.7 Field Level Maintenance New Equipment Training (FLMNET) Certificates of Training

The contractor shall provide a certificate of training to each student that successfully completes all the FLMNET training requirements (CDRL A054).

C.14.6.2.8 Field Level Maintenance New Equipment Training (FLMNET) Course Critiques

The contractor shall update the LUT Course Critiques to reflect Government NET Manager approved updates and changes. The contractor shall provide course critiques and administer to each student upon completion of the FLMNET training event. At a minimum, this course critique shall contain student feedback, any problems or difficulties experienced during the training and any recommendations for course improvements (CDRL A054).

C.14.6.3 Field Level Maintenance New Equipment Training (FLMNET) Training Support Package (TSP)

The contractor shall prepare and deliver six (6) digital TSPs for each FLMNET course (CDRL A054). The digital TSPs shall include: program of instruction materials, multimedia presentations, diagnostics, and other training support products used during FLMNET to permit the unit to develop and conduct effective and efficient sustainment training upon completion of Field Level Maintenance New Equipment Training.

C.15 PACKAGING DATA DEVELOPMENT

The contractor shall develop and provide packaging data for all items identified during the provisioning process with a Source, Maintenance & Recoverability (SMR) code beginning with P excluding PR and PZ. Packaging data development priority shall be given to repairable items, Line Replaceable Units, NMWR/DMWR candidate items, and any large, high cost item classified as a Special Group Item. Packaging shall be developed in accordance with MIL-STD-2073-1D and all items shall be classified as a selective group item or special group item. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development. The contractor shall complete validation and provide support data with each data submittal. Validation support data shall include item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items. Items with assigned Commercial and Government Entity (CAGE) Codes of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044, 05047 are excluded from packaging data development.

C.15.1 Selective Group

Items classified as Selective group shall not have a unit pack weight exceeding 40 pounds and shall not have a dimension greater than 40 inches. In addition, the unit pack length and girth combined will not exceed 84 inches. A Selective group item must not require disassembly for packaging. Reconfiguration for packaging of Selective items is limited to folding or coiling. Items will not be classified as Selective if they are repairable, recoverable, contain hazardous material, or if assigned a shelf life.

C.15.2 Special Group

Special group items often require sketches, figures, or narrative instructions to describe packaging requirements. Items excluded from the Selective group will be classified as Special group items. This includes kits, sets and items of separate parts, items requiring disassembly, repairable items, items requiring special handling or condemnation procedures, items classified as hazardous material or hazardous goods in transport, items assigned a shelf life, electrostatic discharge sensitive items, fragile, sensitive, and critical items.

C.15.3 Logistic Management Information (LMI) Data Products - Packaging

The contractor shall develop, maintain and update LMI packaging data in accordance with MIL-STD-2073-1D and CDRL A055 including Attachments 0019 and 0020. The Government will provide a MS ACCESS application that provides data formatting and edit features for coding of packaging LMI data products.

C.15.4 Special Packaging Instructions (SPI)

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The contractor shall develop a SPI for each item classified as a Special group item. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for production. SPI format shall be in accordance with MIL-STD-2073-1D and CDRL A056.

C.15.4.1 Validation Testing of Packaging

The contractor shall perform validation testing of special group items in accordance with ASTM D 4169 (Standard Practice for Performance Testing of Shipping Containers and Systems) Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (product is damage free and packaging is intact). Validation testing shall be limited to Test Schedule A and Test Schedule F of ASTM D 4169. Replicate testing and climatic conditioning are not required. Each SPI submitted shall have a validation report including photographs. Photographs shall show the product is undamaged. Validation report shall be submitted concurrently with SPI submittal and in accordance with CDRL A057.

C.15.5 Reusable Containers

C.15.5.1 Container Design Retrieval System (CDRS)

This is a management system program to provide a DoD centralized automated data base system for storing, retrieving, and analyzing existing container designs and test information concerning specialized containers. The contractor shall use this system when making search requests for DoD Long Life Reusable Container (LLRC) designs.

C.15.5.2 Reusable Container Searches

The contractor shall identify engines, transmissions and other major repairable items, including Line Replaceable Units (LRUs), and items requiring special handling or condemnation procedures as possible LLRC candidates. The contractor shall make a CDRS search request for any item that TACOM approves as a LLRC candidate. The contractor shall search for new or existing commercially available reusable container designs that are suitable for LLRC candidates. Format of CDRS search request shall be in accordance with CDRL A058.

C.15.5.3 Reusable Container Assessment

The contractor shall perform assessments to determine if existing container designs are suitable. The contractor shall assess the fit and function of existing containers and compare costs of modifications with the cost of new designs. Assessment data shall include analysis of the need for a new or modified LLRC. Assessment data shall compare costs for conventional packaging and LLRC packaging.

C.16 QUALITY ASSURANCE MANAGEMENT

C.16.1 Quality Program Plan

The contractor shall develop a quality program acceptable to the Government for all supplies and services to be provided under this contract. The quality program shall address software and hardware contractual requirements. The contractor at 30 DACA shall have a documented quality manual/program plan for Government review and acceptance. The quality manual/program plan shall follow the guidance of ISO/TS 16949 or commercially equivalent Quality Management System (QMS). The plan shall be updated as required (CDRL A059).

C.16.1.1 Supplier Quality Assurance

The contractor shall have a supplier quality assurance program that follows ISO/TS 16949:2009 or commercially equivalent quality program requirements for each supplier. The contractors supplier quality assurance program shall assure each supplier has a documented quality program that shall include quality control plans, Process Failure Mode Effects Analysis (PFMEA), process flow diagrams, check sheets, conducting source inspections or receiving inspections and initiating investigations for manufacturing and test problems that will follow a standardized, systemic root cause analysis procedure. The contractor's plan shall include provisions for periodic internal audits and audits of subcontractors (CDRL A059).

C.16.1.2 The prime contractor's documentation verifying their review and acceptance of the subcontractor quality assurance plan shall be made available for review upon Government request. If determined to be acceptable, the Prime contractor will use the subcontractor's accepted system when conducting quality audits.

C.16.2 Welding

C.16.2.1 Welding Procedures

The contractor shall develop Weld Repair Procedures and Welding Procedure Specifications (WPS) (CDRL A060), Procedure Qualification Records (PQRs) (CDRL A061), Welder Qualification Records (WQR) (CDRL A062) in accordance with welding standard(s) as specified in ATPD 2393 Table 1: Welding Standards. The contractor shall follow the appropriate welding standard scope to qualify the welding and weld

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repair procedures. The contractor shall prepare weld samples and test the weld procedure for qualification in accordance with the appropriate standard. Changes to the Weld Repair Procedures and WPS, PQR, or WQR will require requalification and shall be submitted as part of the CDRL. The use of pre-qualified weld joints as specified in American Welding Society (AWS) D1.1 does not preclude submittal of welding procedures.

C.16.2.2 Previously Qualified Procedures

If the contractor previously qualified welding procedures under another DOD contract, and wants approval to use these procedures, the contractor shall submit a written request to the Government Procuring Activity for engineering approval prior to prototyping or build. The following requirements shall be met and documentation shall be provided (CDRLs A061 and A062):

- a. The weld procedure was qualified by destructive testing and approved on a previous DOD contract and the essential variables are within the tolerance as specified in the applicable welding standard(s) for the current contract.
- b. The contractor has certified welders and equipment to the qualified procedures in accordance with the applicable welding standard(s) in ATPD 2393 Table 1: Welding Standards.
- c. A favorable quality history with regards to weld quality on the previous contract where the procedures were used.

C.16.2.3 Weld Repair Procedures

The contractor shall provide written repair procedure(s) identifying proper technique and approach to correct defective product and obtain Government approval of the procedure prior to repair of defective parts (CDRL A060).

C.16.2.4 Weld Equipment

The contractor shall ensure that all welding equipment (gauges and meters), including subcontractors' welding equipment, used in the performance of this contract have been certified and calibrated annually in accordance with the weld standards in ATPD 2393 Table 1. Upon Government request, the contractor shall make available equipment calibration documentation.

C.16.2.5 Welding Inspectors

Weld Inspector Qualification. Qualified inspectors trained to perform inspection functions shall be used for the verification of weld quality, and shall be in accordance with at least one of the following conditions.

- a) Current certification in accordance with the American Welding Society (AWS), Certified Welding Inspector (CWI/SCWI) qualified and certified in accordance with provisions of AWS QC1, Standard for AWS Certified Welding Inspector.
- b) Current certified welding inspectors qualified by the Canadian Welding Bureau (CWB) to Level II or the Level III requirements of the Canadian Standards Association Standard W 178.2 Certification of Welding Inspectors.
- c) An individual who, by experience, and/or education, in metals, fabrication and testing, is competent to perform inspection with the approval of the procuring engineering activity

C.16.2.6 Welder Welding Operators and Tack Welders

Before assigning any welder, welding operator, or tack welders to the welding work covered by the contract the contractor shall obtain certification that the welder, welding operator, or tack welder has passed qualification tests as prescribed by the standards listed in ATPD 2393 Table 1: Welding Standard for the materials joined and the type of welding operation to be performed and that such qualification is effective as defined by the particular standard referenced. The welder, welding operator, or tack welder shall be re-qualified if the welder has not performed the required type of weld for a period exceeding six months.

C.16.2.7 Welding Designs

C.16.2.7.1 Armor Welding Design

If welding of armor is required, prior to manufacturing, the Contractor shall develop welding procedures for steel structures that utilize carbon or low alloy steels that are 1/8 inch (3mm) or thicker with a minimum specified yield strength greater than 100ksi (600MPa) in accordance with the Ground Combat Vehicle Welding Code for Steel and submit the Contractor's version to the Government for approval (CDRLs A060, A061 and A062).

C.16.2.7.2 Structural Welding Design

The contractor shall ensure that all steel, aluminum, titanium, and stainless steel weldments meet the design and fabrication requirements in American Welding Society (AWS) D1.1, (AWS) D1.2, (AWS) D1.9, and (AWS) D1.7 (DOD Adopted). The use of pre-qualified weld

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joints as specified in AWS D1.1 does not preclude submittal of welding procedures (CDRLs A060, A061 and A062).

C.16.2.8 Nondestructive Testing (NDT)

C.16.2.8.1 Visual Inspection

Visual inspection shall be conducted for all welds after welds have been completed and cooled to ambient temperature. Armor steel(s) and quenched and tempered steel(s) shall be visually inspected after the welds have been completed and cooled to ambient temperature, and also after no less than 48 hour hold period.

C.16.2.8.2 Nondestructive Critical Weld Joint Inspection

The contractor shall clearly identify all critical joints required for NDT other than visual inspection (CDRLs A060, A061 and A062). Procedures shall be made available upon request by the Government.

C.16.2.8.3 Nondestructive Inspectors

When NDT is required in accordance with the contractors control plans, the inspectors shall be qualified in accordance with the current edition of American Society for Nondestructive Testing Recommended Practice No. SNT-TC-1A. Only individuals qualified for NDT LEVEL I and working under the NDT LEVEL II or individuals qualified for NDT LEVEL II may perform nondestructive testing except visual examination. The NDT personnel need not be an AWS CWI. The contractor shall make available all NDT personnel qualification records upon request by the Government.

C.16.2.8.4 Nondestructive Testing Acceptance Criteria for Armor Material(s)

When NDT is required for armor, the procedures and acceptance criteria shall be in accordance with TACOM Ground Combat Vehicle Welding Code drawing number 19207-12479550 Steel and Ground Combat Vehicle Welding Code for Aluminum. Steel Armor materials MIL-DTL-46100, MIL-DTL-12560, or low alloy steels that are 1/8 inch (3mm) or thicker with a minimum specified yield strength greater than 100ksi (600MPa) shall be held for a 48 hour after welding is completed and has cooled to an ambient temperature.

C.16.2.8.5 Nondestructive Testing Acceptance Criteria for Non Armor and Structural Material(s)

When NDT is required for non-armor and structural material(s) in accordance with the contractors control plans, the acceptance criteria shall be as stated in the applicable standard. The acceptance criteria differ based on the design loads. The contractor shall state what joints are critical load bearing members and clearly identify these weldments for inspection purposes (CDRLs A060, A061 and A062). In the case of critical structures, the acceptance criteria for cyclic loads will be as stated in AWS D1.1 and Class II structures for Aluminum welds in accordance with AWS D1.2.

C.16.3 Corrosion Control

C.16.3.1 The contractor shall supply materials and coatings information to support development of a Corrosion Prevention and Control Plan (CPCP) (CDRL A063).

C.16.3.2 The contractor shall form a corrosion team to provide representation at the BEB Corrosion Prevention Advisory Team (CPAT) meetings when requested. The BEB CPAT is an advisory group that manages implementation of the CPCP and provides recommendations on corrosion issues or concerns that arise during the lifecycle of the BEB.

C.16.4 Product Quality Deficiency Reports (PQDRs) for Contractor Supplied Items

C.16.4.1 The contractor shall investigate, provide failure analysis and corrective action to all Product Quality Deficiency Reports (PQDRs), submitted on Standard Form (SF) 368, generated against supplies produced under this contract (CDRL A064). The contractor shall provide a report of the investigation, probable cause, and proposed corrective action, including preventative measures for future occurrences and countermeasures, to the PCO or his designated representative.

C.16.4.2 Transportation of deficient Government accepted supplies to a site designated by the contractor shall be at contractors expense. All corrective actions taken by the contractor shall be at no additional cost to the Government. Corrective action requiring configuration changes shall be approved by the Government.

C.16.4.3 The Government shall approve all contractor-generated corrective actions before the PQDR is considered closed.

C.17 GOVERNMENT TEST OVERVIEW

The Government conducted test and evaluation consists of three parts: Production Qualification Testing (PQT), Logistics Demonstration (LD) and Limited User Test (LUT). The contractor shall correct all performance, manufacturing and quality defects. PQT will not exceed nine months; LD will not exceed four weeks; and LUT will not exceed five weeks.

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The Government will be conducting First Article Test (FAT) of the BEB, which encompasses Production Qualification Test (PQT) and Limited User Testing (LUT). The First Article Test clauses are included and will apply.

C.17.1 Production Qualification Test (PQT)

The Government will conduct testing in accordance with ATPD 2393, Section 4.

The contractor shall deliver PQT BEBs to Aberdeen Proving Grounds (APG) after the completion of the contractors Production Unit Inspection (PUI). The BEBs shall be labeled with approximately 15-inch high white block numbers on the port and starboard side of the operators station, starting with number 11 and up, visible when the BEB is on the CBT, on the ground, and in the water.

C.17.1.1 The BEBs will be tested using the following Associated Items of Equipment (ASIOE):

- a. Improved Ribbon Bridge (IRB) Interior and Ramp Bays
- b. Common Bridge Transporter (CBT)
- c. Palletized Load System Trailer (PLST) with extended drawbar/light bar
- d. Improved Boat Cradle (IBC), if required
- e. Bridge Adapter Pallet (BAP)

C.17.1.2 CPK Test Structure

The CPK test structure shall include all components that contribute to ballistic survivability including floor plates, armor mounting provisions, and armor in accordance with ATPD 2393 Annex C. The CPK test structure does not need to include electrical components, controls or other items that do not contribute to the ballistic survivability of the cab.

C.17.1.3 Configuration Control

The Contractor shall identify in writing, any components on the PQT BEBs delivered to the Government test site which differ from that of the design at Pre-Test Readiness Review and the rationale for the change. Any components replaced during testing that are not the same form, fit, or function as the component it is replacing is to be considered a change. Changes made after testing has begun are to be coordinated with the Government prior to installation on the BEB. When directed by the Government the Contractor shall install the same change on all PQT BEBs.

C.17.1.4 Contractor Support for PQT

C.17.1.4.1 The contractor shall be responsible for furnishing repair parts and technical support during testing for the BEBs at the test sites identified in this contract. The Government will provide the contractor sufficient space for two 20-foot ISO containers for spare parts and tools to support PQT. All items must be removed from the testing site within 30 days after the completion of PQT.

C.17.1.4.2 The contractor shall perform on-site de-processing of equipment at the test sites, including operator and maintainer Preventive Maintenance Checks & Services (PMCS), walk-through and demonstration of BEB prior to test. Upon completion of de-processing, the BEB shall be fully mission capable.

C.17.1.4.3 Contractor technical support shall include technical representation at the Government test site throughout the test period. All Contractor Support Representatives (CSRs) must be Subject Matter Experts (SMEs) on the BEB. The Government will provide storage facilities for contractor furnished repair parts at the test site.

C.17.1.5 Tools and Test Equipment

The contractor shall identify and utilize existing Government tools and test equipment to the maximum extent feasible.

C.17.2 Logistics Demonstration (LD)

LD will be conducted at a contractor facility located within the continental US.

C.17.2.1 The contractor shall provide support to the Government LD process. This support shall consist of facilities, desk, chairs, contractor personnel to assist with record keeping, equipment preparation, and equipment maintenance, mandatory replacement parts supply, consumables (rags, lubricants, sealants, etc.) supply, tools, and special tools.

C.17.2.2 The contractor shall also provide contractor TM personnel to answer questions, review LD issues, and advise the Government regarding changes or recommendations that arise during verification. The contractor shall provide a writer on site to make corrections in a timely manner (text within four working hours, graphics within 12 working hours).

C.17.3 Limited User Testing (LUT) (Option)

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LUT will be conducted following the LD by the Operational Test Agency (OTA). Testing will be conducted at a fast water location (Camp Ripley, WI; Fort Hood, TX; Fort Leonard Wood, MO; Fort Knox/Shepardsville, KY or Columbia Falls, MT) that can support operational float bridge testing. The LUT will allow Soldiers to show proficiency of operation using production systems. The contractor shall deliver LUT BEBs that will be required for this test, which are separate from the BEBs tested at APG during PQT. The duration of the LUT will not exceed five weeks (Soldier training through completion of the record test). During the LUT, Soldiers will operate the BEBs to the degree necessary to enable the evaluation of the BEBs capabilities and limitations. During LUT a Multi Role Bridge Company (MRBC), operating the BEBs will be expected to support a Tactical Float Bridge and Rafting Operations Mission. The contractor shall be responsible for conducting all maintenance beyond Operator/Crew level during the LUT.

C.17.3.1 Contractor Support for LUT

C.17.3.1.1 The contractor shall be responsible for furnishing repair parts and technical support during testing for the BEBs. The Government will provide the contractor sufficient space for two 20-foot ISO containers for spare parts and tools to support LUT. All items must be removed from the testing site within 30 days after the completion of LUT.

C.17.3.1.2 The contractor shall perform on-site de-processing of equipment at the test sites, including operator and maintainer Preventive Maintenance Checks & Services (PMCS), walk-through and demonstration of BEB prior to test. Upon completion of de-processing, the BEB shall be fully mission capable.

C.17.3.1.3 Contractor technical support shall include technical representation at the Government test site throughout the test period. All Contractor Support Representative (CSR) must be Subject Matter Experts (SMEs) on the BEB. The Government will provide storage facilities for contractor furnished repair parts at the test site.

C.17.3.2 Tools and Test Equipment

The contractor shall identify and utilize existing Government tools and test equipment to the maximum extent feasible.

C.17.4 PQT Deficiencies

C.17.4.1 Test Incident Reports

During testing, all issues and failures will be recorded, classified (in accordance with Attachment 0021, BEB Failure Definition and Scoring Criteria) and entered into VDLS [VISION (Versatile Information Systems Integrated Online Nationwide) Digital Library System] (<https://vdls.atc.army.mil>) by the Government. The contractor shall be responsible for accessing the Army Test Incident Reporting System (ATIRS) database at Aberdeen Test Center (ATC) to obtain the Test Incident Reports (TIRs) generated on the equipment during the Government tests. The contractor will be given read and write access to the VDLS database. Receipt of a TIR is defined as the TIR release date.

C.17.4.2 Failure Analysis and Corrective Action Report (FACAR) for TIRs

The contractor shall respond to TIRs via a FACAR when directed by the Government, but may also respond to any TIR, which shall include the root cause of the incident, the technical approach to resolving the issue, course of action, as well as any additional information the contractor deems necessary to properly identify the root cause of the failure and path forward. FACARs and supporting information/documentation shall be identified with filenames matching the beginning applicable TIR filename. Filename labeling shall be, for example, AAAA-Xn-Bnnnnn-more data where AAAA is the contractor company name, Xn is the contract number, Bnnnnn is the TIR number. FACARs shall include the text FACAR at the beginning of more data.

The contractor shall input FACARs and any supporting data into VDLS. Submittal requirements are based upon the TIR release dates in accordance with CDRL A065. All demonstrated corrective actions and technology will be taken into account during the Scoring Meetings.

C.17.4.2.1 Interim FACAR Responses

Interim responses shall provide the status of the contractors investigation, and proposed date for submission of the final response. The interim status shall be updated every 30 days subsequent to the initial submission of the interim response.

C.17.4.2.2 Final FACAR Responses

Final responses are required for all TIRs which require responses within 45 calendar days after release. The contractor shall indicate the corrective action status, either "Final" or "Interim," on each FACAR.

C.17.4.3 Retest

In the event of boat/component system test failure, the Government reserves the right to retest the boat/system upon correction of the defect(s) by the contractor to the complete extent and duration specified in the test program, or as the PCO considers appropriate. The

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contractor shall be responsible for delays in the program test period resulting from boat/component defects for failure to adequately or timely furnish parts support, and the Government shall have the right to extend the specified program test period accordingly. The contractor shall continue to provide contractor support for the duration of any retesting effort.

C.17.5 PQT Scoring Meetings/Corrective Action Review Board (CARB) Meetings

C.17.5.1 Scoring and Assessment Meetings

During and after Government testing, Scoring and Assessment Meetings will be held by the Government to review and unilaterally score/assess Test Incident Reports (TIRs). The contractor shall support Government Scoring/Assessment Meetings after the start of PQT by presenting information, evidence, or opinions that the Government will consider when scoring test incidents. The contractor shall document information, evidence, or opinions and present to the Government. The contract will not attend the actual scoring and assessing of the TIRs; the results of the scoring/assessment meetings will be provided to the contractor following the meetings.

C.17.5.2 CARB Meetings

During and after Government testing, CARB meetings will be held to review the functional/performance failure data and corrective action status of TIRs which require a contractor response. Contractor will be able to attend the meeting to present information, evidence, or opinions that the Government should consider when assessing corrective actions.

C.17.5.2.1 CARB Preparation/Notification

The contractor shall provide an electronic CARB Meeting agenda prior to all CARB meetings (CDRL A005). It shall contain the following information: TIR, Revision #, Date Occurred, Original Release Date, Release Date, Title/Maintenance Description, Incident Class, and Chargeability. Official CARB meeting minutes will be provided by the contractor (CDRL A006).

C.17.6 BEB Refurbishment

After successful PQT completion, the contractor shall transport the PQT BEBs from the test sites to its plant, at the contractor's expense. The contractor shall thoroughly inspect the BEBs and restore them to their former condition. Refurbished BEBs must meet Army 10/20 standards in accordance with the applicable technical manuals.

C.18 BEB INSPECTION OVERVIEW

Prior to delivery to the Government, the contractor shall conduct inspections and tests for all BEBs in accordance with Section 4 of ATPD 2393.

C.18.1 Production Unit Inspection (PUI)

Prior to delivery of the PQT BEBs, the contractor shall conduct PUI in accordance with ATPD 2393, Section 4.

C.18.2 Final Inspection Report (FIR)

The contractor shall prepare a FIR in contractor format to be used during Quality Conformance Inspection (QCI) in accordance with ATPD 2393, Section 4. The FIR shall list each characteristic or function inspected or tested, and the relationship to the contract requirement (CDRL A066). The contractor shall make available the FIR for the items in question. Deficiencies disclosed during inspection by the contractor or the Government shall be described in writing on the Deficiency Sheet attached to the FIR. The contractor shall perform Final Inspection of all BEBs in accordance with the requirements of ATPD 2393 utilizing the Government approved FIR.

C.18.2.1 Deficiencies discovered during inspections and corrective actions taken by the contractor shall be documented in the FIR.

C.18.3 Contractor Testing

If the contractor plans to conduct any testing before the PQT BEBs are delivered, the contractor shall provide notification in advance of all tests (CDRL A004) and provide access to the test facility during the test. The Government may reduce PQT requirements based on the tests witnessed at the contractors facility. After the completion of each test, the contractor shall provide the Government with a test report documenting the results (CDRL A067).

C.19 CERTIFICATIONS TO ATPD 2393 PERFORMANCE REQUIREMENTS

The contractor shall provide all certifications required by ATPD 2393 (CDRL A068). The certifications and testing required shall be resubmitted if changes are made to the hardware and systems subsequent to the original certification.

C.20 CARE AND STORAGE OF BEBs AND CPKs

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C.20.1 The contractor shall maintain the BEBs and CPKs in accordance with the appropriate Technical Manual to preclude deterioration of the BEBs and all of their components. The contractor shall submit the procedures for storage (CDRL A069) and maintain a log for all BEBs/CPKs placed in storage. The log shall include the BEB/CPK serial number, the date it was placed in storage, the dates maintenance and exercise are performed, deficiencies detected during the post-storage examination, and the date BEB is removed from storage. The contractor shall make the log available to the Government upon request.

C.20.2 BEB and CPK care and storage starts 30 days after Government unconditional acceptance. In the event that the Government does not elect to ship accepted BEBs and CPKs the Government will be responsible for the cost of the care and storage of all BEBs and CPKs. The contractor shall document and correct all deficiencies detected during the re-examination at its own prior to shipment.

C.20.3 The Government may perform a visual examination of the BEBs/CPKs for deterioration, damaged parts, and evidence of mechanical problems.

C.20.4 The contractor shall remove the BEBs/CPKs from storage and ship them in the same chronological order that they were placed in storage (i.e., first in, first out).

C.20.5 In the event the contractor must store BEBs/CPKs because on failures of meeting contract requirements (i.e., failure to provide timely and accurate logistic data and LMI requirements), or for any other reason that is not the Government's fault, the cost of storage shall be borne by the contractor.

*** END OF NARRATIVE C0001 ***

Regulatory Cite	Title	Date
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 52.209-4020 (TACOM)	ANTI-TERRORISM (AT) LEVEL I TRAINING REQUIREMENT	JUN/2012
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All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at <https://atlevel1.dtic.mil/at>.

C-3 52.209-4022 (TACOM)	iWATCH TRAINING	JUN/2012
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The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 10 calendar days of new employees commencing performance, with the results reported to the COR no later than 30 calendar days after contract award.

(End of Clause)

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C-4 52.211-4073 USE AND NON-DISCLOSURE AGREEMENT REQUIRMENT OCT/2010

The Government requires a Use and Non-Disclosure Agreement (NDA) to be signed by an authorized representative of your firm before you are granted access to the technical data. The appropriate Agreement is:

[X] Available at <http://contracting.tacom.army.mil/majorsys/beb/beb.htm>
titled: BEB Contractor NDA

[] Available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email it to the buyer at tuyen.huynh.civ@mail.mil. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP, contact the buyer.

[End of Clause]

C-5 52.204-4020 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES JUN/2012
(TACOM)

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

(End of Clause)

C-6 52.204-4022 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN JUN/2012
(TACOM)

The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will specify the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1.

C-7 52.209-4023 OPSEC TRAINING REQUIREMENT JUN/2012
(TACOM)

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

(End of Clause)

C-8 52.209-4024 INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING JUN/2012
(TACOM)

All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.

(End of Clause)

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Name of Offeror or Contractor:C-9 52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR)
(TACOM)

DEC/2012

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of 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) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the 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]

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

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

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

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

[End of Clause]

D.1 Preservation and Packaging

D.1.1 Required software, technical data, reports, etc. delivered under this contract shall be preserved and packaged to deter theft and assure safe arrival to the destination without damage to contents.

D.1.2 The contractor shall preserve, package, pack and mark the BEBs and package, pack and mark all other items delivered under this contract in accordance with the approved packaging data as generated and submitted by the contractor and approved by the Government. If packaging data is not available at the time of delivery, the contractor shall preserve, package, pack and mark the items in accordance with the following requirements:

D.1.2.1 If Shipping and Storage Instructions for the BEBs have not been developed by the contractor and approved by the Government; the BEBs shall be processed to Level B drive-on/drive-off requirements in accordance with MIL-STD-3003. Fuel tanks shall be one-half (1/2) filled with operational fuel and applicable biocide or JP8 fuel. All batteries shall be fully charged. Vehicles and mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49 (for truck and rail transport), International Maritime Dangerous Goods Code (for vessel transport) and the Joint Service Regulation AFMAN24-204/TM38-250 (for military air). All preventive maintenance shall be performed prior to Government acceptance. All components removed from the vehicle for reduction of cube including accessories shall be preserved, packaged, packed and marked to ensure safe delivery within the vehicle and minimize pilferage, corrosion and deterioration during shipment to receiving activity including temporary outdoor storage for up to 90 days.

D.1.2.2 The Crew Protection Kit (CPK) shall be delivered and stored in a container that is new, weatherproof, non-collapsible, lockable, repairable, and suitable for repeated use. The container shall be warehouse stackable to sixteen feet when fully loaded to container rated gross weight without damage or permanent deformation. The container shall be configured such that all components of the armor kit are protected during shipment, and to facilitate quick inventory of the contents. When the armor kit is installed, the container shall store all items removed to facilitate armor installation. The container shall have forklift pockets that conform to STANAG 2828 that allow the container to be fork lifted from all four sides. In accordance with MIL-STD-209 the containers shall be capable of being transported by military and commercial vehicles, trailers, trains, marine vessels, aircraft, dolly sets and shall withstand the impact forces encountered in shipment without damage or permanent deformation. The containers shall be capable of being transported by C-130, C-5, and C-17 with or without supporting equipment existing in the DoD system. The container shall be painted the same color as the armor kit contained within. For container types existing in the DoD inventory, the modifications performed for this effort shall not void existing certifications.

D.1.2.3 Consumable items, Training Aids, System Support Packages (SSP) and Special Tools scheduled for shipment shall be preservation, packaging, packing, unitization and marking furnished by the contractor to provide exceptional physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one (1) year and meet or exceed the following requirements. It also shall provide for multiple handling, redistribution without additional repackaging and shipment by any mode.

D.1.2.3.1 Cleanliness

Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

D.1.2.3.2 Preservation

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Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

D.1.2.3.3 Cushioning

Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

D.1.2.3.4 Unit Package

A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

D.1.2.3.5 Unit Package Quantity

Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

D.1.2.3.6 Intermediate Package

Intermediate packaging is required whenever one or more of the following conditions exist(s):

- (A) The quantity is over one (1) gross of the same national stock number,
- (B) Use enhances handling and inventorying,
- (C) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (D) The unit pack is less than 64 cubic inches,
- (E) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

D.2 Packing

D.2.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

D.2.2 Shipping Containers

The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

D.2.3 Unitization

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

D.3 Heat Treatment and Marking of Wood Packaging Materials

D.3.1 All Non-manufactured Wood used in packaging shall be heat treated to the core temperature of 56 degrees Celsius for a minimum of 30 minutes. Boxes, pallets, dunnage and any wood used as inner packaging made of Non-manufactured Wood shall be heat treated. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box, pallet and dunnage manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. All Non-manufactured wood products used for shipment to OCONUS locations MUST conform to the International Plant Protection Convention (IPPC) International Phytosanitary Measure 15 (ISPM-15).

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D.4 Marking

D.4.1 All unit packages, intermediate packs, and unitized loads shall be marked in accordance with MIL-STD-129, Revision P (4), dated 19 Sept. 2007. The contractor is responsible for application of special markings in accordance with the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

D.4.2 Items processed in accordance with Paragraph D.1.4 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.4.3 Marking of Wood Packaging Materials

Each box, pallet and dunnage shall be marked to show the conformance to the International Phytosanitary Measure-15 (ISPM-15). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet.

D.5 Hazardous Materials (As applicable)

D.5.1 Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

D.5.2 Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- (a) International Air Transport Association (IATA) Dangerous Goods Regulations
- (b) International Maritime Dangerous Goods Code (IMDG)
- (c) Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- (d) Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCOP4030.19(I)/DLAM 4145.3(I) (for military air shipments).

D.5.3 If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

D.5.4 A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

D.6 Prohibited Packing Materials

D.6.1 The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopia or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

*** END OF NARRATIVE D0001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-5	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 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-6	(52.246-4006) (TACOM)	INSPECTION POINT: ORIGIN; ACCEPTANCE POINT: DESTINATION	FEB/1995
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The Government's inspection of the supplies offered under this order shall take place at ORIGIN. The Government's acceptance of the supplies offered under this order shall take place at DESTINATION. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection.

Contractor's Plant: _____
(Name and Address)

Subcontractor's Plant: _____
(Name and Address)

[End of Clause]

E-7	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995
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conditional acceptance, prior to First Article Test Approval, the contractor may invoice for 100% of the BEB or CPK unit price less any prior Government financing payments and the ACO will withhold 10% (ten percent) of the total BEB or CPK price from the payment.

E.3.1.2 Final Acceptance FAT BEBs and CPKs shall not occur until: (1) all First Article Test Approval requirements for both the BEB and CPK have been successfully completed and the Contractor so notified by a PCO letter and (2) all deficiencies are corrected to the satisfaction of the Government.

E.4 FASTENERS

The contractor shall use threaded fasteners free of red rust when tested for 240 hours per ASTM B117. Coatings and platings shall not contain hexavalent chromium or cadmium. Joints with dissimilar metals shall be designed to avoid galvanic corrosion for the life cycle of the BEB. This applies to fasteners received (i) from fastener manufacturers, (ii) from distributors, or (iii) as part of a subassembly for use in both new and repair items.

E.4.1 The contractor shall implement and maintain a fastener quality assurance program which:

- a. Assures the homogeneity of fastener lots. A homogeneous fastener lot is defined as one in which all of the fasteners are of the same size, type, grade, plating and manufacturer.
- b. Ensures that individual fasteners are identified by a fastener manufacturer symbol (logo) listed in MIL-HDBK 57.
- c. Provides objective quality evidence that the fasteners to be furnished under this contract meet all technical requirements.

E.4.2 To determine the conformance of the fastener lots with the homogeneity and identification requirements, a sample from each lot of fasteners will be taken in accordance with MIL-STD-105, dated 10 May 89, Inspection Level II, AQL 1.0, or equivalent, except that lots shall be accepted with zero (0) defects (C=0) and rejected with one (1) or more defects. Each sample shall be examined for the following:

- a. The grade and manufacturer symbol (logo) for each bolt in the lot sample shall be the same.
- b. Threads shall be examined to assure conformity to requirements.
- c. Coating or plating (when specified) shall be examined to assure uniform coverage over all of the specified coated or plated surface area.

E.4.3 Objective quality evidence that fasteners meet all technical requirements shall consist of either:

- a. Favorable chemical, core hardness, plating and tensile test data provided by the manufacturer or supplier of a fastener lot which is directly traceable to that lot. Chemical tests shall include, percent by weight of the following elements: carbon, manganese, phosphorus and sulfur; or
- b. Favorable results of chemical and core hardness tests performed by the contractor or a subcontractor on sample(s) taken from the lot. Sampling for chemical, plating and core hardness testing shall be in accordance with MIL-STD-105, Level S-2, AQL 1.0 or equivalent. Chemical tests shall include percent by weight of the following elements: carbon, manganese, phosphorus and sulfur.

E.4.4 Commercial items, defined as an end item or component of an end item whose sales volume to the general public is greater than 50% of the items produced, will be deemed to meet the requirements if the contractor has a current vendor control policy with regard to fasteners.

E.5 VERIFICATION EQUIPMENT

E.5.1 Except as otherwise expressly provided for under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that end items conform to contract requirements. All contractor furnished inspection equipment shall be available for use on or before the start of PUI. The Government will not furnish any verification equipment for this contract.

E.5.2 The contractor shall make inspection equipment available to the Government Inspector during Government in-process or end item inspection. All quality documentation shall be provided with the inspection equipment, to include equipment calibration records. Upon completion of the inspection by the Government Inspector, all inspection equipment and documentation shall be returned to the contractor.

E.6 TECHNICAL PUBLICATIONS QUALITY ASSURANCE

E.6.1 Quality Assurance (QA) of equipment publications. The contractor shall be responsible for the quality of the equipment publications deliverables. All delivered TM information shall be complete, technically accurate and useable by US Army Soldiers. The

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contractor shall develop and use a quality assurance plan in accordance with the following:

E.6.1.1 The quality assurance plan shall include periodic QA reviews by persons different than those preparing the TMs, maintenance of QA records, TM development process improvement, and data controls to insure that current, accurate engineering data and parts information is available to TM preparers.

E.6.1.1.2 The publications QA operation shall include QA personnel that are not the writers or editors of the publications being prepared. Validation records showing those publications corrections, deletions, and additions that were identified during publications validation process shall be maintained. Other QA records shall be identification of changes, corrections, deletions and additions to publications that result from QA edit reviews.

E.6.1.1.3 Government representatives have the right to review and comment on the contractors QA plan, records, and processes.

*** END OF NARRATIVE E0001 ***

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-8	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-9	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-10	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-11	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-12	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-13	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010
F-14	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2011

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

"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_____

____N/A_____

____N/A_____

____N/A_____

____N/A_____

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number 0022.

(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

Name of Offeror or Contractor:

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

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

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

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

Name of Offeror or Contractor:

(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.

(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-15 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION

SEP/2011

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

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"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I--Packaged operational rations.
- (B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV--Construction and barrier materials.
- (E) Class VI--Personal demand items (non-military sales items).
- (F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to--

- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--
- (B) The following location(s) deemed necessary by the requiring activity:

Contract line,
subline, or exhibit Location name City State DoDAAC

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line item number

-1- -2- -3- -4- -5-

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

F-16 52.242-4022 DELIVERY SCHEDULE
(TACOM)

SEP/2008

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

(c) The Government requires delivery to be made according to the following schedule:

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Name of Offeror or Contractor:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO.	QTY	WITHIN DAYS	AFTER DATE OF CONTRACT AWARD
0001AA (BEB)	4		240
0001AA (BEB)	4		270
0001AA (BEB)	2		300
0001AA (BEB)	1		360
0002AA (CPK Structure)	1		300
0003AA (PQT Spt&TSP)	1		255 (starts)
0004AA (Log Demo Spt)	1		450 (starts)
1001AA (BEB)	75		*
2001AA (BEB)	96		*
3001AA (BEB)	96		*
4001AA (BEB)	96		*
1002AA (CPK)	96		*
2002AA (CPK)	96		*
3002AA (CPK)	96		*
4002AA (CPK)	96		*

* At a rate of seven per month beginning 180 DAC (i.e. option modification award). The rate of seven per month will not be increased, regardless of the number of options exercised, unless mutually agreed upon.

1003AA LUT	1		**
1004AA LUT Training	1		**
2003AA (OPNET)	7		**
3003AA (OPNET)	7		**
4003AA (OPNET)	7		**
2004AA (FLMNET)	7		**
3004AA (FLMNET)	7		**
4004AA (FLMNET)	7		**
1005AA (CSR Spt)	260		**
2005AA (CSR Spt)	260		**
3005AA (CSR Spt)	260		**
4005AA (CSR Spt)	260		**

** The Government will modify the contract at least 30 days in advance of when performance is to begin.

1006AA (BEB Storage)	500		***
2006AA (BEB Storage)	500		***
3006AA (BEB Storage)	500		***
4006AA (BEB Storage)	500		***

*** Contractor storage begins 30 days after acceptance of a boat if it remains on contractor property.

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS	AFTER DATE OF CONTRACT AWARD
N/A	N/A	N/A	N/A

(d) Accelerated delivery schedule is acceptable with no additional cost for storage and with written authorization from the PCO.

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

(1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

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ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

[End of Clause]

F-17 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS APR/2012
(WARREN)

(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 _____;

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

- (i) Rate used in evaluation _____;
- (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)

*52.247-4060, TACOM Clarification for Guaranteed Shipping Characteristics

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

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

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

(End of TACOM clause clarifying language)

F-18 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-19 52.247-4009 DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY AUG/2003
(TACOM)

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

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(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

F-20 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 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]

F-21 52.247-4011 FOB POINT SEP/1978

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.204-0005 (DFARS PGI)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) - Line Item Specific: by Cancellation Date	SEP/2009

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

[End of Clause]

G-2	52.232-4087	PAYMENT UNDER WIDE AREA WORKFLOW (ACC WARREN)	AUG/2012
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To obtain payment, WAWF requires the contractor to input/indicate the various DoDAAC (Department of Defense Activity Address Code) codes that apply to the acquisition. These codes can be found on the cover page of contracts/orders as described below.

The document type the contractor shall use is as follows:

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

USE THE FOLLOWING CODES TO ROUTE YOUR INVOICES THROUGH WAWF:

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

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

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

[End of Clause]

G-3	52.247-4021	TRANSPORTATION ACCOUNT CODE (TAC) FOR FOB ORIGIN SHIPMENT (ACC-WRN)	FEB/2012
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DCMA: The TAC to use in GBL preparation for shipments made under this contract is AUER.

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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	AUG/2012

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

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

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

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

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

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

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

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

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

H.1 The BEBs provided under this contract shall be built and refurbished in the United States, in accordance with 10 U.S.C. 7309.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

H.2.1 The contractor and its subcontractors, consultants, parents, subsidiaries, joint ventures, or other business affiliates of any tier may be excluded from performing under this BEB contract if the PCO finds an organizational conflict of interest due to bias or unfair competitive advantage. A similar provision is expected to apply to follow-on BEB RFPs 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.2.2 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 OCI and any

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actions taken or proposed to negate or mitigate such conflicts.

H.2.3 Remedies

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

H.3 FOREIGN ACCESS TO TECHNOLOGY

(a) Definitions

(1) "Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Contract, any agency or instrumentality of a foreign government; and firms, institutions or business organizations that are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

(2) "Foreign Person" means any natural person who (i) is not a lawful permanent resident of the United States, or of its territories or possessions, as defined by 8 U.S.C. 1101(a)(20) or who (ii) is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

(b) Export Compliance

(1) Contractors shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Contract.

(2) Pursuant to ITAR paragraph 125.4(b)(1), contractors may disclose classified and unclassified export-controlled technical data to foreign persons when the following conditions apply:

A. DASA DE&C provides written direction to the contractor to disclose ITAR-controlled technical data to a Foreign Person. The PM may request the contractor to provide copies of the data/information that will be disclosed to the Foreign Person as part of the affirmation process with DASA DE&C.

(3) All technical data that is exported under ITAR Section 125.4(b)(3) must be reviewed and approved by the US Army in accordance with approved disclosure guidelines for BEB.

(4) Before authorizing CUI disclosures, the PM Disclosure Authority shall ensure that the contract or agreement contains the requisite access, use, and distribution clauses required before disclosing CUI with another government, international organization, or foreign contractor (pursuant to SAAL-RP memo, 27 May 2000, Subject: Authority to Disclose Technical Controlled Unclassified Information (CUI)).

(c) Lower Tier Contracts/Subcontracts

The contractor shall include the above provision, suitably modified to identify the parties, in all subcontracts hereunder.

H.4 FIRST DESTINATION TRANSPORTATION ZONES FOR TRAINING AND CSR

For the purpose of offerors compiling offers, the final destination for the hardware supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

- Zone 01: Washington, Oregon, Idaho
- Zone 02: California, Nevada
- Zone 03: Montana, Wyoming, North Dakota, South Dakota, Nebraska
- Zone 04: Utah, Arizona, Colorado, New Mexico
- Zone 05: Minnesota, Wisconsin, Iowa, Michigan
- Zone 06: Kansas, Oklahoma, Missouri, Arkansas
- Zone 07: Texas, Louisiana
- Zone 08: Illinois, Indiana, Ohio, Kentucky
- Zone 09: Tennessee, Mississippi, Alabama
- Zone 10: Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut
- Zone 11: Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia
- Zone 12: North Carolina, South Carolina, Georgia, Florida

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*Percentage of boats delivered by zone:

ZONE 1: 3%
ZONE 2: 3%
ZONE 3: 9%
ZONE 4: 0%
ZONE 5: 6%
ZONE 6: 15%
ZONE 7: 13%
ZONE 8: 6%
ZONE 9: 0%
ZONE 10: 3%
ZONE 11: 13%
ZONE 12: 9%

H.5 OPTIONS**H.5.1 General**

- a. The Government will not exercise any option later than five years after the contract award date. Deliveries under these options can continue beyond the five years, but must be completed no later than 18 months after the end of the final option period.
- b. The Government reserves the right to exercise options unilaterally, on a fixed price basis, and up to the quantities specified in the periods described below.
- c. A lack of option exercise during one period does not prevent the Government from exercising an option in subsequent periods.
- d. All option CLINs may be exercised by the Government in one or more increments.
- e. The following is a summary of the option requirements available under this contract (all prices are contained in Section B):

H.5.2 Hardware Options**H.5.2.1 Bridge Erection Boat (BEB) Options (SLINs 1001AA, 2001AA, 3001AA, and 4001AA).**

- a. From contract award through 730 DAC, the Government may exercise options for up to 75 BEBs.
- b. From 731 DAC through 1,096 DAC, the Government may exercise options for up to 96 BEBs.
- c. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to 96 BEBs.
- d. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to 96 BEBs.

H.5.2.2 Crew Protection Kit (CPK) Options (SLINs 1002AA, 2002AA, 3002AA, and 4002AA).

- a. From contract award through 730 DAC, the Government may exercise options for up to 96 CPKs.
- b. From 731 DAC through 1,096 DAC, the Government may exercise options for up to 96 CPKs.
- c. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to 96 CPKs.
- d. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to 96 CPKs.

H.5.3 Service Options**H.5.3.1 Limited User Test (LUT) (SLIN 1003AA).**

From contract award through 730 DAC, the Government may exercise the option for one lot of contractor support for the Limited User Test.

H.5.3.2 LUT Training (SLIN 1004AA)

From contract award through 730 DAC, the Government may exercise the option for one lot of contractor support for the Limited User Test Training.

H.5.3.3 Operator New Equipment Training (OPNET) Options (2003AA, 3003AA, and 4003AA).

- a. From 731 DAC through 1,096 DAC, the Government may exercise options for up to seven LOTS OPNETs.
- b. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to seven LOTS OPNETs.
- c. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to seven LOTS OPNETs.

H.5.3.4 Field Level Maintenance Training (FLMNET) Options (SLINs 2004AA, 3004AA, and 4004AA).

- a. From 731 DAC through 1,096 DAC, the Government may exercise options for up to seven LOTS FLMNETs.
- b. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to seven LOTS FLMNETs.
- c. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to seven LOTS FLMNETs.

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H.5.3.5 Contract Service Representative (SLIN 1005AA, 2005AA, 3005AA, and 4005AA).

- a. From contract award through 730 DAC, the Government may exercise options for up to 260 man-days of Contract Service Representative support.
- b. From 731 DAC through 1,096 DAC, the Government may exercise options for up to 260 man-days of Contract Service Representative support.
- c. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to 260 man-days of Contract Service Representative support.
- d. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to 260 man-days of Contract Service Representative support.

H.5.3.6 Storage Options (SLINs 1006AA, 2006AA, 3006AA, and 4006AA).

- a. From contract award through 730 DAC, the Government may exercise options for up to 500 days of BEB storage.
- b. From 731 DAC through 1,096 DAC, the Government may exercise options for up to 500 days of BEB storage.
- c. From 1,097 DAC through 1,462 DAC, the Government may exercise options for up to 500 days of BEB storage.
- d. From 1,463 DAC through 1,828 DAC, the Government may exercise options for up to 500 days of BEB storage.

H.5.4 Government TDP Option (CDRL A025). In accordance with C.6.8.2, the Government may award exercise an option for the Government TDP within 600 days after contract award.

H.6 PERFORMANCED BASED PAYMENTS

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

H.7 CALENDAR

All contract referenced to days shall be recognized as calendar days, unless specifically identified as work days. The Government may unilaterally convert calendar days into dates as appropriate. If a date falls on a Federal holiday, Saturday, or Sunday, the Government has the right to elect to change the date to the preceding Government workday.

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	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 POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-14	52.204-13	CENTRAL CONTRACTOR REGISTRATION MAINTENANCE	DEC/2012
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-17	52.210-1	MARKET RESEARCH	APR/2011
I-18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-20	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-21	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-22	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-23	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-24	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-25	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-26	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-28	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-29	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-30	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-31	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-32	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-33	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-34	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-35	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-36	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-37	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-38	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-39	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-40	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-41	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-42	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-43	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-44	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
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	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-48	52.232-1	PAYMENTS	APR/1984
I-49	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-17	INTEREST	OCT/2010
I-52	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-53	52.232-25	PROMPT PAYMENT	OCT/2008
I-54	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-55	52.233-1	DISPUTES	JUL/2002
I-56	52.233-3	PROTEST AFTER AWARD	AUG/1996

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I-57	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-62	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-63	52.245-9	USE AND CHARGES	APR/2012
I-64	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-65	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-66	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-67	52.248-1	VALUE ENGINEERING	OCT/2010
I-68	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-69	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-70	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-72	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-73	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-74	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-75	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-76	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-77	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-78	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-79	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-80	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION	SEP/2007
I-81	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-82	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-83	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-84	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-85	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-86	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-87	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-88	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-89	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-90	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	DEC/2012
I-91	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2012
I-92	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-93	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-94	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-95	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2012
I-96	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2012
I-97	252.225-7013	DUTY-FREE ENTRY	JUN/2012
I-98	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-99	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2012
I-100	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-101	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-102	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-103	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-104	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN/2012
I-105	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-106	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-107	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-108	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-109	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-110	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-111	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-112	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012

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I-113	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-114	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-115	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-116	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-117	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-118	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-119	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-120	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-121	252.246-7001	WARRANTY OF DATA	DEC/1991
I-122	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-123	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-124	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-125	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
I-126	52.209-4	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)	SEP/1989

(a) The Contractor shall deliver 11 unit(s) of Lot/Item CLIN 0001AA within 270 calendar days from the date of this contract to the Government at TBD for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 90 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractors expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government,

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make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of Clause)

I-127 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN OCT/1997
CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) --
ALTERNATE III (OCT 1997)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

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

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If --

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

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

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

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

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

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

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table

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15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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

(c) Submit the cost portion of the proposal via the following electronic media:
https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV12R0445

(End of Clause)

I-128 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-129 52.232-16 PROGRESS PAYMENTS APR/2012

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

(a) Computation of amounts.

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

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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(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 (see 45.101).

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

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

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

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

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

(i) Reservations of rights.

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(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 definition and standards for acquisition of commercial items in FAR Part 2 and 12;

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

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

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

(End of Clause)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contracts description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractors request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

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(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under 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 following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

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

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

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; 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

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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, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officers advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based 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.

(g) 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. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractors records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractors records and to examine and verify the Contractors performance of this contract for administration of this clause.

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

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

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

(k) Reservation 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.

(1) Content of Contractors request for performance-based payment. The Contractors request for performance-based payment shall contain the following:

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- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contracts description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractors certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Governments title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I-131 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) DEC/2012

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

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

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

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

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

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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-135 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.

(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;

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(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)

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52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

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

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

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

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

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(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

*HYPERLINK "http://www.sba.gov/content/table-small-business-size-standards" <http://www.sba.gov/content/table-small-business-size-standards>

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the 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-137 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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(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-138 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-139 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEV AUG/2012
 (DEV 2012- 2012-00014)
 00014)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

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(End of clause)

I-140 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-141 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-142 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.) ACT

_____	_____
_____	_____
_____	_____

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

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under the Hazardous Material Identification and Material Safety Data clause of this contract.

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

(End of clause)

I-143 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-144 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

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

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

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

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

or

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

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

[End of Clause]

I-145 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

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(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective date of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	EXHIBIT A	04-JAN-2013	069	ELECTRONIC
				IMAGE
Attachment 0001	ATPD 2393, BEB PURCHASE DESCRIPTION (PD) WITH ANNEX C (SEE ATTACHMENT NOTES BELOW)	04-DEC-2012	063	ELECTRONIC
Attachment 0002	SECRET FACILITY CLEARANCE - DD 254	14-DEC-2012	002	ELECTRONIC
				IMAGE
Attachment 0003	GFP LIST	14-DEC-2012	001	ELECTRONIC
				IMAGE
Attachment 0004	BEB IPT LIST	14-DEC-2012	001	DATA
Attachment 0005	BEB PRODUCTION	14-DEC-2012	001	DATA
Attachment 0006	ENTRY AND EXIT CRITERIA	14-DEC-2012	001	ELECTRONIC
				IMAGE
Attachment 0007	ECP AND NOR DESCRIPTION	14-DEC-2012	019	ELECTRONIC
				IMAGE
Attachment 0008	RFD DESCRIPTION	14-DEC-2012	005	ELECTRONIC
				IMAGE
Attachment 0009	CONTRACTOR TDP FORMAT	14-DEC-2012	014	ELECTRONIC
				IMAGE
Attachment 0010	GOVERNMENT TDP FORMAT	14-DEC-2012	014	ELECTRONIC
				IMAGE
Attachment 0011	RESERVED	14-DEC-2012	004	DATA
Attachment 0012	MAINTENANCE ANALYSIS	14-DEC-2012	001	ELECTRONIC
				IMAGE
Attachment 0013	REQUEST FOR USE OF BEB PROHIBITED MATERIAL	14-DEC-2012	002	ELECTRONIC
				IMAGE
Attachment 0014	LMI NMWR DATA SUMMARY	14-DEC-2012	001	ELECTRONIC
				IMAGE
Attachment 0015	PROVISIONING REQUIREMENTS WORKSHEET	14-DEC-2012	008	ELECTRONIC
				IMAGE
Attachment 0016	GENERAL PUBLICATIONS REQUIREMENTS	14-DEC-2012	005	ELECTRONIC
				IMAGE
Attachment 0017	EQUIPMENT PUBLICATIONS DEFECTS LIST	14-DEC-2012	003	ELECTRONIC
				IMAGE
Attachment 0018	DEPLOYMENT EQUIPMENT STYLE GUIDE	31-MAY-2012	252	ELECTRONIC
				IMAGE
Attachment 0019	LMI PACKAGING DATA PRODUCTS	14-DEC-2012	003	ELECTRONIC
				IMAGE
Attachment 0020	INCOMING TRANSACTION FORMAT	14-DEC-2012	002	ELECTRONIC
				IMAGE
Attachment 0021	FDSC BEB REV 4	24-SEP-2012	016	ELECTRONIC
				IMAGE
Attachment 0022	IUID	14-DEC-2012	001	ELECTRONIC
				IMAGE
Attachment 0023	BEB TIQ	14-JAN-2013	003	ELECTRONIC
				IMAGE
Attachment 0024	PRICING SPREADSHEET	14-JAN-2013	001	ELECTRONIC
				IMAGE
Attachment 0025	DATA RIGHTS	14-JAN-2013	001	DATA
Attachment 0026	SB PARTICIPATION FACTOR SUBMITTAL	14-JAN-2013	001	ELECTRONIC
				IMAGE

J.1 ATTACHMENT NOTES

J.1.1 Annex C is Controlled Unclassified Information and require access approval via FedBizOpps.

J.1.2 Attachment 0004 will be issued at time of award.

J.1.3 Attachment 0005 & 0025 can be downloaded from the BEB homepage <http://contracting.tacom.army.mil/majorsys/beb/beb.htm> under the 'Attachments & Exhibits' section.

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J.1.4 All Exhibit and Attachments can be downloaded from the BEB homepage <http://contracting.tacom.army.mil/majorsys/beb/beb.htm> under the 'Attachments & Exhibits' section.

*** END OF NARRATIVE J0001 ***

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
K-2	52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC/2012
K-3	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP/2010
K-4	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-5	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	DEC/2012
K-6	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-7	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-8	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-9	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-10	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-11	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	DEC/2012

(a)(1) The North American Industry Classification System (NAICS) code For this acquisition is 336612.

(2) The small business size standard is 500.

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

(b)(1) If the 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 certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in 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.

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

- ___ (i) 52.219-22, Small Disadvantaged Business Status.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
- ___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 - ___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
 - ___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services Certification.
 - ___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA Designated Products (Alternate I only).
 - ___ (vi) 52.227-6, Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
 - ___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in 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-12 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) -- ALTERNATE I APR/2011
(APR 2011)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336612.
- (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.

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Name of Offeror or Contractor:

(1) The offeror represents as part of its offer that it
___ is,
___ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it
___ is,
___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it
___ is,
___ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ___ is,
___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is,
___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ___ is,
___ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is,
___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it
___ is,
___ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is
___ is,
___ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror

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Name of Offeror or Contractor:

represents, as part of its offer, that

(i) It ___ is,

___ is not is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is,

___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:_____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

"Veteran-owned small business concern" means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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- ___ (iii) 252.225-7020, Trade Agreements Certificate.
- ___ Use with Alternate I.
- ___ (iv) 252.225-7022, Trade Agreements Certificate Inclusion of Iraqi End Products.
- ___ (v) 252.225-7031, Secondary Arab Boycott of Israel.
- ___ (vi) 252.225-7035, Buy American Free Trade Agreements Balance of Payments Program Certificate.
- ___ Use with Alternate I.
- ___ Use with Alternate II.
- ___ Use with Alternate III.
- ___ Use with Alternate IV.
- ___ Use with Alternate V.

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

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

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

(End of provision)

K-14	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985
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(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of 180 calendar days.

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

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

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

(End of Provision)

K-15	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
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amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

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Address, City, State, County,
Zip Code)

and Operator of the Plant or
Facility if Other Than Offeror or
Respondent

(End of Provision)

K-20 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that --

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-21 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It [] has developed and has on file,
[] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-22 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

Name of Offeror or Contractor:

(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-23	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
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(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

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

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

(b) The Offeror represents that--

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

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

(End of provision)

K-24	52.215-4010 (TACOM)	AUTHORIZED NEGOTIATORS	JUN/2008
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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]

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL PROPOSAL INSTRUCTIONS

L.1.1 The proposal 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 sub-factors to be evaluated and their relative order of importance. The offerors proposal, as required by this section, shall be evaluated as set forth in Section M of this RFP. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an offerors responsibility to submit a well-written proposal, with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the RFP requirements to allow for a meaningful evaluation. The Government does not assume the duty to cure problems found in the proposals or search for data omitted from the proposals.

L.1.2 The offerors proposal shall be submitted electronically in the format and quantities set forth below. All proposals shall be in English (American Standard) language. All proposals shall be in US dollars. In preparing proposals, the offeror shall cross-reference the response within each section of the proposal to the pertinent evaluation criteria in Section M. The proposal shall include all information specified and address all requirements outlined in Section L. The offerors proposal shall consist of the following volumes:

- (a) Volume One: Technical Acceptability
- (b) Volume Two: Technical
- (c) Volume Three: Price
- (d) Volume Four: Data Rights
- (e) Volume Five: Small Business Participation
- (f) Volume Six: Contract Terms and Conditions

L.1.3 CD-ROMs/DVDs. Each volume listed above shall be submitted on separate CD-ROMs or DVDs. Two identical sets of CD-ROMs or DVDs shall be submitted; one set of media shall be labeled as the primary copy and signed by a representative of your company authorized to submit proposals. In the case of discrepancies between the sets of media, the primary copy will take precedence. CD-ROMs/DVDs shall be labeled so that it is easily identifiable for evaluation purposes (example: Volume One, Technical Acceptability, Set 2, CD-ROM 1 of 3). Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered, and each paragraph of the proposal shall have a reference number. The table of contents shall be organized by subfactor as set forth in Section L. List all attachments and substantiating data in the table of contents under the specific subfactor that it supports. The table of contents shall include the following information for each subfactor, attachment and/or substantiated data listed:

Cross-reference to related Section L paragraph number
Page number
CD-ROM or DVD Volume and number
File name

L.1.4 Acceptable Formats. All electronic information provided in response to the RFP must be provided in Microsoft Office, Adobe Acrobat pdf, Pro/E native, ISO 10303 STEP standards, AutoCAD native (dwg/dxf) format, General Hydrostatics (GHS) or NavCAD program files.

L.1.5 Proposal Submission Address. All proposals delivered in response to this RFP, whether hand-carried or submitted via U.S. mail, shall be addressed as follows:

US Army Contracting Command Warren
Attn: BEB Proposal
Bid Lobby
6501 East 11 Mile Road
Warren, MI 48397-5000
RFP W56HZV-12-R-0445
Proposal Due Date: 1:00 PM, Warren, MI Local Time, [11 MARCH 2013]
TO BE DELIVERED UNOPENED
(Offerors name)

L.1.6 Offerors may submit one (1) alternate proposal with a differing approach to meeting the requirements. An offeror is defined as an entity competing independently that does not share a common parent, does not have a parent/subsidiary relationship with any other offeror, and is not affiliated with any other offeror (as defined in Federal Acquisition Regulation (FAR) 19.101). The Government will separately evaluate each alternate proposal received. Therefore, each alternate proposal submitted must be complete, comprehensive, stand-alone and fully responsive to the information requested in the RFP. Alternate proposals must be clearly identified and submitted separately with their own set of CD-ROMs or DVDs. A separate CD-ROM or DVD which contains an index delineating the specific differences

Name of Offeror or Contractor:

between the two proposals in each volume shall be provided with each proposal.

L.1.7 If proposal information applies to more than one factor or subfactor, do not provide the information twice: provide it for the first applicable factor or subfactor and reference it in other factors or subfactors, as applicable.

L.1.8 These instructions are provided to advise offerors of the information required by the Government to make a thorough assessment of the offerors proposal. Since this information constitutes the basis of the Governments review, it is imperative the offeror presents its proposal in a clear and complete manner.

L.1.9 Offerors that submit proposals in response to this RFP must establish an account with ASSIST through Interactive Business Opportunities Page (IBOP) at <https://abop.army.mil> in order to receive such evaluation notices as may be issued by the Government after its receipt of proposals. Offerors must also identify two individuals to serve as the offerors agents for purposes of receiving and responding to evaluation notices issued by the Government through the ASSIST system. The names, company titles, telephone numbers, facsimile numbers and email addresses for the offerors two agents shall be included in the offerors proposal.

L.2 VOLUME ONE TECHNICAL ACCEPTABILITY

L.2.1 Offerors shall complete and submit the Technical Information Questionnaire (TIQ), Attachment 0023, for their proposed BEB. Offerors shall provide ALL information requested in the TIQ. Information provided in the TIQ may also be used as supporting information for the Phase II Technical Evaluation. Structural design and intact stability calculations as invoked in ATPD 2393 must be reviewed and stamped/signed by a Notified Body under Directive 94/25/EC for Recreational Craft. Failure to provide all of the information required by the TIQ may render the proposal ineligible for award. In addition to completing the TIQ, offerors shall submit supporting data validating information provided in the TIQ.

L.3 VOLUME TWO - TECHNICAL

L.3.1 The Technical factor consists of three subfactors: Reliability, Conventional Rafting Speed, and Forward Top Speed. All predictions and calculations shall account for full load as defined in section 6.3.2 of ATPD 2393, unless otherwise noted.

L.3.1.1 Substantiating Information

Offerors must provide substantiating information for the technical factor. Test data which establishes conformance of the offered configuration to required and up to the objective (where applicable) performance levels, represents the most credible form of substantiating information. Government test data may be preferred over independent test data and any test data is preferred over no test data. Independent test data witnessed and signed by a licensed professional engineer may be evaluated as lower risk than independent test data not signed by a professional engineer. Where the offeror submits test data as substantiating information, the offeror shall further discuss the extent to which the proposed configuration varies from the tested configuration. To the extent variances exist, the offeror shall discuss the impact such variances have on the credibility of the test data. The Government reserves the right to obtain, and consider in the evaluation, other available Government test data on proposed systems, subsystems, and components.

L.3.2 Subfactor 1 Reliability

The offeror shall provide information demonstrating that the proposed BEB will meet the reliability requirements of section 3.3.11 of ATPD 2393. The offeror shall provide the Mean Time Between Hardware System Abort (MTBHSA) and the Mean Time Between Hardware Essential Function Failures (MTBEFF) predictions and analyses in accordance with the BEB Failure Definition and Scoring Criteria (FDSC) as well as substantiating information to support the predictions. The predictions and analysis shall take into account operating on JP-8 fuel and operating in the environmental extremes required by sections 3.1.2 and 3.3.8 ATPD 2393.

Analysis of test data shall include:

- (a) The number of hours tested
- (b) A listing of all failures
- (c) Scoring of the failures in accordance with the BEB FDSC
- (d) Assessment of the failures
- (e) Resulting MTBHSA and MTBEFF predictions

Analyses of the BEB, subsystems, and/or components which do not include test data shall be clear in the rationale for the prediction and shall provide sufficient information to support the prediction.

L.3.3 Subfactor 2 Conventional Rafting Speed

L.3.3.1 If the offeror proposes a Conventional Rafting Speed above threshold, up to the objective, identify the proposed level of performance.

L.3.3.2 The offeror shall provide information demonstrating that the proposed BEB meets the IRB conventional rafting speed requirement

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of section 3.3.4 of ATPD 2393 (conventional rafting speed only), including up to the objective, if proposed.

The offeror shall provide the following information:

- (a) Proposed IRB conventional rafting speed.
- (b) Calculations, simulations, test results, and/or studies to support offerors claimed performance.
- (c) A description of the propulsion system including:
 1. Water jet manufacturer
 2. Water jet name or model number
 3. Water jet impeller
 4. Water jet nozzle
 5. Water jet nozzle diameter selected
 6. Water jet thrust curves
 7. Water jet torque curves
 8. Water jet cavitation limit curves
 9. Water jet cavitation criteria
 10. Water jet inlet arrangement/configuration
 11. Transmission gear ratio
 12. Transmission losses
 13. Engine horsepower curve corrected for ambient conditions and JP-8

L.3.3.3 Based on the above, and the data/information supplied in accordance with L.3.1.1 "Substantiating Information", provide an analysis supporting achievement of the proposed level of performance.

L.3.4 Subfactor 3 Forward Top Speed

L.3.4.1 If the offeror proposes a Forward Top Speed above threshold, up to the objective, identify the proposed level of performance.

L.3.4.2 The offeror shall provide analysis and/or test results demonstrating that the proposed BEB will meet the requirements of section 3.3.9 of ATPD 2393 (forward steady state speed only), including up to the objective, if proposed. In addition to the propulsion system information provided for Subfactor 2: Conventional Rafting Speed, the offeror shall provide:

- (a) Proposed forward top speed.
- (b) Calculations, simulations, test results, and/or studies to support offerors claimed performance.
- (c) Resistance predictions
- (d) All inputs and outputs of resistance prediction calculations
- (e) A copy of the source document of the resistance prediction calculation method used
- (f) Appendage drag calculations
- (g) Air drag calculations
- (h) Trim control device information, if applicable

L.3.4.3 Based on the above, and the data/information supplied in accordance with L.3.1.1 "Substantiating Information", provide an analysis supporting achievement of the proposed level of performance.

L.4 VOLUME THREE PRICE

The Price Volume includes submission of all proposed prices in Attachment 0024, in accordance with the instructions in the attachment. By entering proposed per-unit prices there, the total proposed price is automatically calculated by the Excel formulas in the attachment. The spreadsheet will round all proposed unit prices to the nearest penny (\$0.01). With the proposal, the offeror shall include the completed electronic version of Attachment 0024 in Microsoft Excel, with all the original formulas still embedded in the file. The offeror shall complete each unit price for range cell in Attachment 0024 for the BEB and CPK option CLINs. The offeror may enter the same unit price for all ranges for each CLIN if range pricing is not proposed. Do not input any proposed prices into Section B of the RFP.

L.4.1 The Price Volume shall include data to support the reasonableness of the proposed amounts. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.

L.4.2 Proposal Structure. The instructions that follow are not intended to be all-inclusive. Offerors may submit any other information they consider to be helpful in the evaluation of the price proposal.

L.4.2.1 Electronic Submission. All offeror spreadsheets must be in Microsoft Excel compatible format and include all formulas. Print image is not acceptable. Supporting information in Excel may be provided as a separate file or as added Tabs to Attachment 0024. Supporting narrative shall be provided in Microsoft Word format (but not Word version 2.0).

L.4.3 Data Other Than Cost or Pricing Data (non-certified) Part 1 Base: for each SLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0006AA,

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and ELIN A024, provide a top-level spreadsheet organized by cost element. The offeror shall provide a basis for establishing the proposed prices of all CLINs, including verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspections. The offeror shall provide the basis used for establishing the proposed prices for all CLINs except CDRL CLINs, including:

L.4.3.1 The build-up of the unit prices by cost element (e.g. Labor, Material, Travel, Other Direct Costs (ODCs), Indirect Costs, Profit) for the base contract.

L.4.3.1.1 Material Cost. Offeror will provide the total direct material cost per unit and a break-out list of costs for raw materials and purchased items over \$500.00 per boat for test units, production units, and Technical Data Manuals. For example, this may include priced bills of material, engineering estimates, and historical information.

L.4.3.1.2 Material Overhead (OH) (if applicable). Offeror shall identify their material OH rate. Include formulas showing calculation of material OH.

L.4.3.1.3 Direct Labor. Total direct labor hours and dollar value, per unit. Include formulas showing calculation of labor dollars from hours and direct labor rate(s).

L.4.3.1.4 Direct Labor Overhead. Offeror shall identify their direct labor OH rate(s). Include formulas showing calculation of direct labor OH.

L.4.3.1.5 Other Direct Costs (ODCs). Provide total ODCs by unit and extended cost. Break down the proposed ODC by description and dollar amount.

L.4.3.1.6 Travel. Offeror is required to provide proposed travel costs (e.g., number of travelers, duration, airfare, lodging, per diem) and a basis for projected costs; as well as the Section C reference for each trip.

L.4.3.1.7 G&A. Offeror shall identify the G&A rate and include formulas calculating amounts.

L.4.3.1.8 Profit. Offeror shall state the profit rate and dollar amount per unit.

L.4.3.1.9 Cost of Money (COM). COM is an imputed cost determined by applying a COM rate to capital employed in contract performance. Capital employed is determined without regard to whether its source is equity or borrowed capital. The resulting COM is not a form of interest on borrowing (see FAR Part 31.205-20). Cost Accounting Standard (CAS) 414, COM as an Element of the Cost of Facilities Capital, establishes criteria for measuring and allocating, as an element of contract cost, the cost of capital committed to facilities. COM factors are developed on Form CASB-CMF, broken down by overhead pool at the business unit, using (A) business unit facilities capital data, (B) overhead allocation base data, and (C) the COM rate, which is based on interest rates specified by the Secretary of the Treasury under 50 U.S.C.App. 1215(b)(2).

L.4.4 Data Other Than Cost or Pricing Data (non-certified) Part 2 Options:

L.4.4.1 For SLINs 1001AA, 1002AA, 1003AA, 1004AA, 1005AA, 1006AA, 2003AA, 2004AA, and ELIN A025, provide a top-level spreadsheet organized by cost element. The offeror shall provide a basis for establishing the proposed prices of all of the SLINs above, including verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspections. Only provide data for the lowest quantity range, where applicable. The offeror shall provide the basis used for establishing the proposed prices for the above SLINs to include the detail required by L.4.3.1.1 through L.4.3.1.9 above.

L.4.4.2 Address significant factors accounting for price difference for other contract years. Any escalation proposed throughout the contract performance shall be identified in a narrative and explained. Identify assumptions made in determining the basis for escalation rates.

L.4.5 Major Subcontractor (>\$5,000,000 for the entire contract). Provide same data as for the Prime Offeror (excludes commercial or competitive items) as found in L.4.3 and L.4.4. If the Major Subcontractor declines to provide complete cost proposals to the offeror or higher-tier subcontractor, then those subcontract proposals may be submitted by the subcontractor directly to the PCO using the same submission instructions noted in L.1. Such submissions must arrive at or prior to the due date for proposals as noted on the front page of this RFP.

L.4.6 Interdivisional Transfers (if applicable). Provide same data as for the Prime Offeror (excludes commercial or competitive transfers).

L.4.7 Rates: Provide a list of direct and indirect rates, by category and by year, used in the development of the proposal as applicable. Include if applicable:

(a) The effective date of the rates or the data that formed the basis for the rates (the date of the burden study analysis or payroll run, etc.);

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(b) A narrative explaining the basis for the estimated rates. Specifically identify any escalation factors used;

(c) State whether these rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement;

(d) State whether or not the business volume that would be generated if a contract was awarded to your firm as a result of this RFP has been included in the proposed rate package;

(e) The ending month of the offerors fiscal year; and,

(f) For each of the rate categories provide both the prior and current fiscal years Incurred Cost rates. Indicate if the prior year rates have been audited. For the current years Incurred Cost rates provide the month ending for those rates.

L.4.8. Provide a narrative explaining the basis for the estimated direct costs and rates. Specifically identify any escalation factors used.

L.4.9. The offeror and each Major Subcontractor shall provide the address, email, and telephone number of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office and Defense Contract Management Agency (DCMA) office.

L.4.10 Exchange Rate Information. All price information shall be stated in United States (U.S.) dollars only, for both the prime contractor and any potential subcontractors. If the basis for the proposal is any other currency, the offeror shall:

L.4.10.1 State the exchange rate(s) being used to convert any currency to U.S. dollars and how the exchange rate was developed.

L.4.10.2 Explain how you intend to deal with the risk that fluctuation in exchange rates may impact this prospective contract.

L.4.11 The Government reserves the right to request additional or more detailed price breakdown data to support its price evaluation.

L.5 VOLUME FOUR DATA RIGHTS

It is the Governments objective to acquire rights in technical data (see DFARS 227.7102-1) for the BEB and/or the subsystems identified in Attachment 0025 to permit the Government to use, modify, reproduce, release, perform, display, or disclose technical data to support future full and open competitive acquisitions of BEB and/or the subsystems identified in Attachment 0025. For purposes of competing future requirements, the Government desires a minimum of Government Purpose Rights. In addition to the assertion of restrictions required to be provided in response to DFARS provision 252.227-7017, the offeror shall identify those rights in technical data greater than the rights to which the Government is already entitled under applicable law, regulation, or contract for the BEB and the subsystems identified in Attachment 0025. The offeror shall include the price on an itemized basis in the Data Rights tab of Attachment 0024 for each item identified in Attachment 0025. Also, the offeror shall explain in a written narrative how its proposal achieves the Governments objective. If model contracts are issued prior to award, the model contract will reflect those greater rights that may be exercised by the terms of the Government Format TDP option.

L.6 VOLUME FIVE - SMALL BUSINESS PARTICIPATION

L.6.1 Small Business Participation Factor Volume. The Small Business Participation Factor Volume is comprised of a single chapter. Offerors are responsible for including sufficient detail to permit a complete evaluation. Any information provided as part of the Small Business Participation Factor Volume may be used to correlate the evaluation of the other proposal volumes.

L.6.2 Application. 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.

L.6.3 Definitions. 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 North American Industry Classification System (NAICS) code assigned to this requirement. 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).

L.6.4 Small Business Participation Factor Submittal. All offerors, including offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are required to complete Attachment 0026, Small Business Participation Plan Factor Submittal. The Attachment contains detailed instructions for filling out each tab in the file, including instructions for offerors proposing as joint ventures or members of teaming agreements. Offerors must fill out the Attachment 0026 with goals for this RFP specifically, even if they are Other-Than-Small-Businesses (OTSB) submitting Comprehensive Subcontracting Plans in accordance with Section I of the RFP. Attachment 0026 must be submitted in the Microsoft Excel workbook format with all tabs, formulas, and functions that are built into the template in the RFP. Print image files or pictures (for example, a picture of an Excel spreadsheet embedded in a Word document) or files containing only values are not acceptable.

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L.6.4.1 Extent of Small Business Participation. Offerors have the following two tabs to fill in: The term prime contractor refers to the offeror:

(a). (Prime \$ Tab) Prime Contractor Participation Dollars - Offeror must provide the dollars for the portion of work the prime contractor(s) will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB, and SDB.

(b). (Sub \$ Tab) Subcontractor Participation Dollars - Offeror must provide the dollars for the portion of work the First Tier Subcontractors will be performing. Dollars will be broken out for Other Than Small Business (OTSB), SB, and SDB.

Based on inputs to the Small Business Participation Factor Submittal, the offerors extent of small business participation in SB and SDB will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount. Therefore, if the Offeror is itself a U.S. small business concern under the NAICS code applicable to this solicitation (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the offerors own portion of the work to be performed as Small Business participation for purposes of this evaluation on the SB Prime List Tab.

L.6.4.2 Support for Proposed Goals.

L.6.4.2.1 Small Business Lists. Offerors have the following two tabs to fill in:

(a). (SB Prime List Tab) Small Business Prime List Offeror must provide pertinent information about the small business prime contractors.

(b). (SB Sub List Tab) Small Business Subcontractor List - Offeror must provide pertinent information about the 1st tier small business subcontractors they plan to use for the contract.

L.6.4.2.2 Consistency Between Small Business Participation Factor Submittal and other Proposal Volumes. Small Business Participation Factor Submittal content shall be consistent with any small business prime and subcontracting related information cited in the offerors cost/price proposal and elsewhere in the offerors response to the RFP. Offerors should carefully review the following two tabs in Attachment 0026.

(a). (Con Tab) Consistency between the Small Business Participation Factor Submittal (Section L of the RFP) and Small Business Subcontracting Plan (Section I of RFP, FAR 52.219-9 or DFARS 252.219-7004). Offerors who are Other -Than-Small-Business should use this tab to check for consistency between their Small Business Participation Factor Submittal and Small Business Subcontracting Plan. Note that this tab does not constitute the submittal of Small Business Subcontracting Plan goals. The plan and associated goals must be submitted in accordance with the Section I clauses as a stand-alone document within the contract terms and conditions volume.

(b). (Roll-up Tab) Participation Roll-Up. All offerors should use this tab to carefully check for accuracy and consistency in their proposals.

L.6.4.2.3 Narrative. In addition to the Attachment, if the offeror is a joint venture or team, the offeror shall submit a very brief introductory narrative that explains the arrangement, including type of joint venture or teaming agreement. If an offeror has any other need to clarify or explain anything in the Small Business Participation Factor Submittal, the information may be included in this narrative.

L.7 VOLUME SIX CONTRACT TERMS AND CONDITIONS

In this volume, the offeror shall provide:

L.7.1 One signed copy of the Standard Form 33 (SF33) cover page signed by a person authorized to sign proposals on behalf of the offeror; and a copy of all completed fill-ins for Sections A and C through K, including all signed copies of Amendments to the RFP. ORCA certifications need not be separately submitted.

L.7.2 An affirmative statement specifying agreement with all requirements, terms, conditions and provisions included in the RFP or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other RFP terms, conditions, or documents must be fully explained.

L.7.3 Submit an acceptable small business subcontracting plan if the offeror is other than a U.S. small business as defined by the NAICS code 336612 and in accordance with Department of Defense FAR Supplement (DFARS) 252.219-7003 and provide this plan as part of the proposal submission.

L.7.4 Identify and assert any and all restrictions on the Governments use, release or disclosure of technical data and computer software rights, in accordance with the applicable DFARS clauses contained in the RFP. Applicable accounting records supporting these asserted restrictions shall be made available upon request.

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L.7.5 Joint Certification Program (JCP) numbers for the offeror and subcontractor(s) that will be involved in the review of limited distribution documents.

L.7.6 Offerors must submit a list of any export licenses, Technical Assistance Agreement (TAA), manufacturing license agreements, or any other licenses or documents that authorized the international transfer of goods or technical information that will be used in the performance of the contract.

L.8 ORGANIZATIONAL CONFLICT OF INTEREST

L.8.1 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award under this RFP. 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 BEB or related programs.

L.8.2 Offerors should disclose any potential OCI situations to the PCO 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 PCO will promptly respond to resolve any potential conflicts.

*** END OF NARRATIVE L0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-8	252.215-7008	ONLY ONE OFFER	JUN/2012
L-9	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-10	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

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

(End of Provision)

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

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

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

(End of Provision)

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L-13 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-14 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

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

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

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

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

(End of Provision)

L-15 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000) -- MAR/2000
ALTERNATE I (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offerors proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offerors proposed performance-based payment financing if the financing does not conform to the following limitations:

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(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offerors proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offerors proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractors investment in the contract.

(e) Evaluation of the offerors proposed prices and financing terms will include whether the offerors proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offerors proposal.

(f) The Government will adjust each proposed price to reflect the cost of providing the proposed performance-based payments to determine the total cost to the Government of that particular combination of price and performance-based financing. The Government will make the adjustment using the procedure described in FAR 32.205(c).

(End of provision)

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

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

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

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

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

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

(End of clause)

L-18 52.209-4008 CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL APR/1986
(TACOM)

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We caution you to enter prices for first article items and for production items that reflect a fair apportionment of total contract costs, based upon the value we will receive for those items. As the Government, we have the right to determine an offer nonresponsive if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

[End of Provision]

L-19 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
 (TACOM) (NEGOTIATED)

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

(b) Definitions:

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

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

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

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

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

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

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

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

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

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

[End of Provision]

L-20 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
 (TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

L-21 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
 (TACOM) (NON-US POSTAL SERVICE MAIL)

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Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

[End of Provision]

L-22 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-24 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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Name of Offeror or Contractor:

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. HQAMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQAMC 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, HQAMC-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 HQAMC protest decision authority. In the absence of the command counsel, the deputy command counsel is designated as the HQAMC protest decision authority.

(e) Time for Filing a Protest:

A HQAMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQAMC Office Hours are 8:00 AM to 4:30 PM Eastern Standard Time. Time for filing any document expires at 4:30 PM, Eastern Standard Time on the last day on which such filing may be made.

(f) Form of Protest:

HQAMC 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 detailed 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 HQAMC-Level Protests

- (1) To file an AMC-level protest, send the protest to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

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 HQAMC 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 HQAMC 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 HQAMC 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 one working day of the decision to grant the extension.

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Name of Offeror or Contractor:(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQAMC prior to award, a contract may not be awarded unless authorized by the HQAMC director of contracting, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQAMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.506, the contracting officer shall suspend performance. The HQAMC director of contracting 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 HQAMC protest decision authority.

(i) Remedies:

The HQAMC 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);
- g. such other remedies as HQAMC protest decision authority determines necessary to correct a defect.

[End of Clause]

L-29 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-30 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM MAY/2005
(TACOM)

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Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

M.1.1 The Government intends to award one Firm-Fixed Price (FFP) contract for hardware, test support and demonstration with options for production units and services. The evaluation will consist of two phases: Phase I is Technical Acceptability and Phase II will consist of a Best Value Tradeoff.

M.1.1.1 Phase I is a determination of the Technical Acceptability of the offerors response to the Technical Information Questionnaire (TIQ) (Attachment 0023).

M.1.1.2 Phase II Evaluation: Best Value Tradeoff. Phase II of the evaluation is a best value process utilizing tradeoff procedures to select the most advantageous offer from among those Phase I proposals assessed as acceptable. Under Phase II, the Government will weigh the merits of the evaluated proposals (other than price) against their evaluated price. The Government will consider the risks and the relative strengths and weakness of each proposal in determining which proposal offers the best value.

M.1.1.3 An award will be made to the offeror whose proposal is technically acceptable and per the Source Selection Authority's decision, represents the best value to the Government as described below. Phase II consists of four evaluation factors: 1) Technical, 2) Price, 3) Data Rights and 4) Small Business Participation. The relative order of importance of these factors (and subfactors where applicable) are described below.

M.1.2 Export Controlled Information. This RFP contains Export Controlled Information. It is the responsibility of the offeror, not the Government, to obtain the necessary export licenses to share any such information with the offerors subcontractor(s) or to obtain access to the information themselves.

M.2 REJECTION OF OFFERS

Offerors must carefully read, understand, and provide all the information requested in the proposal preparation instructions contained in Section L. If there are parts of the Section L instructions the offeror does not understand, request clarification from the PCO. In accordance with FAR 52.215-1, contained in this RFP, the Government may reject any or all proposals if such action is in the Governments interest. Examples of reasons why an offer may be rejected include, but are not limited to, an offer which:

(a) Offers to merely perform work according to the RFP terms or failure to present more than a statement indicating capability to comply with the RFP terms without support and elaboration as specified in Section L of this RFP; 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 unreasonably high or low in price and/or unrealistic in terms of technical or schedule commitments; or

(c) Contains any unexplained significant inconsistency between the proposed effort and the Price proposal, 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. An unbalanced offer is one, which is based on pricing 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 option; or

(e) Fails to meaningfully respond to the RFPs General Proposal Instructions specified in Section L of this RFP, including failing to meaningful respond to the TIQ; or

(f) Offers a product or service that does not meet all stated requirements of the RFP; or

(g) Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or

(h) Is unaffordable; or

(i) Fails to obtain, prior to proposal submission, the Government provided export controlled information referenced in ATPD 2393.

M.3 EVALUATION AND SOURCE SELECTION PROCESS

M.3.1 Evaluation Process

Selection of the successful offeror will be made following an assessment of each proposal, based on the response to the information called for in the Proposal Preparation Instructions of this RFP and against the RFP requirements and the evaluation criteria described herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each factor and applicable subfactor.

Name of Offeror or Contractor:

M.3.2 Phase I of the proposal evaluation will be an acceptable/unacceptable evaluation of the offerors response to the TIQ. In order to proceed to Phase II and be considered for award, the offeror's proposal must be rated Acceptable. Offerors found to be unacceptable at the conclusion of Phase I, will not be considered for award. To be rated acceptable, every individual requirement specified in sections B through D of the TIQ must be assessed as acceptable. Offerors proposals rated unacceptable under any individual TIQ identified requirement, regardless of an acceptable rating for other TIQ evaluated requirements, will result in a rating of unacceptable and will no longer be considered for award. The determination of acceptable and unacceptable for each requirement specified in the TIQ will be based on the following definitions.

M.3.2.1 Acceptable. Proposal clearly meets the minimum requirements of the RFP.

M.3.2.2 Unacceptable. Proposal does not clearly meet the minimum requirements of the RFP.

M.3.2.3 Extra credit will not be awarded for exceeding the TIQ evaluated minimum threshold technical requirements.

M.3.2.4 In accordance with M.3.6 the Government intends to award without discussions. If the PCO determines discussions are necessary, any revisions made to its proposed BEB by the offeror during discussions shall meet the Phase I requirements. If an offeror is found to not meet the Phase I requirements, the offeror will not be considered for award (See M.6.1).

M.3.3 Phase II Source Selection Tradeoff Process

This RFP represents a Best Value acquisition using a Source Selection Tradeoff process. As such, the Source Selection Authority (SSA), in making the final Source Selection Tradeoff decision, will weigh the merits of the non-price factors against the evaluated Price in arriving at the final Source Selection decision. As part of the best value determination, the relative strengths/weaknesses and risks of each offeror's proposal in the non-price factors as well as the total evaluated Price shall be considered in selecting the offeror which is most advantageous and represents the best value to the Government. This determination may result in award to other than the offeror with the lowest evaluated Price.

M.3.4 Source Selection Authority (SSA)

The SSA is the official designated to direct the source selection process and select the offeror for contract award. A Source Selection Advisory Council (SSAC) will advise the SSA prior to the selection decision.

M.3.5 Source Selection Evaluation Board (SSEB)

An SSEB has been established by the Government to evaluate proposals in response to this RFP. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the Evaluation Criteria of this RFP. Careful, full, and impartial consideration will be given to the evaluation of all proposals received pursuant to this RFP.

M.3.6 Award without Discussions

In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offerors initial proposal should contain the offerors best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the PCO later determines them to be necessary. If the PCO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.3.6.1 Forum and Timing of Exchanges

If the PCO determines that clarifications or discussions are required and if the offeror is in the Competitive Range, the Government intends to issue those communications or evaluation notices (ENS) through the Armys Acquisition Source Selection Interactive Support Tool (ASSIST). If the offeror does not understand a Government Discussion issue, contact the PCO to obtain clarification; clarifications may be conducted via telephone conference with the evaluation team. The PCO will notify all offerors when discussions will be closed and provide each offeror remaining in the Competitive Range the opportunity to submit a Final Proposal Revision.

M.4 RESERVED**M.5 DETERMINATION OF RESPONSIBILITY**

Per FAR 9.103, contracts will be placed only with contractors that the PCO determines to be responsible. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the offerors financial and management capabilities to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their Significant Subcontractors) to aid the PCO in the evaluation of each offerors responsibility. No award can be made to an offeror who has been determined to be not responsible by

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the PCO. To ensure that offerors meet the responsibility criteria in FAR 9.104, the Government may:

- (a) Arrange a visit to the offerors plant and perform a necessary Pre-Award Survey, or
- (b) Ask the offeror to provide technical, production, quality and/or financial information.

If the offeror does not provide the requested information within seven days from the date the offeror received the Governments request, or if the offeror refuses to permit the Government to visit their facility, the offeror may be determined to be non-responsible. If the Government visits the offerors facility, the offeror shall have current information relevant to the offerors proposal available for the Government to review.

M.6 TECHNICAL ACCEPTABILITY (PHASE I)

M.6.1 Technical Acceptability will be based on the answers and supporting information provided in response to the TIQ. To be considered acceptable under the Technical Acceptability portion, a proposal must clearly meet the minimum requirements of sections B through D of the TIQ.

M.6.2 The result of the Phase I evaluation will be a determination of acceptability that establishes eligibility to proceed for evaluation under Phase II (Best Value Tradeoff Evaluation). If the offerors proposal is deemed unacceptable, it will no longer be considered for award.

M.7 BEST VALUE TRADEOFF EVALUATION (PHASE II)

Under Phase II, the Government will tradeoff the evaluation of the non-Price Factors, against the total evaluated price to the Government to determine which proposal, in the Governments judgment, represents the best value.

(a) Phase II Evaluation Factors. There are four evaluation factors:

1. Technical
2. Price
3. Data Rights
4. Small Business Participation

(b) Technical is more important than Price. Price is more important than Data Rights. Data Rights is more important than Small Business Participation.

(c) As required to be defined by FAR 15.304(e), the non-Price factors when combined are more important than Price. However, no proposal, no matter how highly rated under the non-Price factors, will be considered for award if the sum of the proposed prices for the base contract CLINs (not including option CLINs) exceeds \$9.4 million.

M.7.1 Importance of Price. Award will be made to the responsible offeror whose proposal both (1) is Technical Acceptability under Phase I; and (2) represents the best value to the Government as a result of the Phase II Tradeoff process. This may not be the offeror with the lowest evaluated price. However, under the Phase II tradeoff evaluation, the closer the offerors evaluations are in the factors other than Price, the more important Price becomes in the decision.

M.7.2 Notwithstanding the relative order of importance of the four evaluation factors stated herein, Price may be controlling when:

- (a) proposals are otherwise considered approximately equal in the non-price factors; or
- (b) the advantages of a higher rated, higher price proposal are not considered to be worth the price premium.

M.8 TECHNICAL FACTOR (PHASE II)

M.8.1 The Technical Factor is comprised of three subfactors: Reliability, Conventional Rafting Speed, and Forward Top Speed. Reliability is more important than Conventional Rafting Speed. Conventional Rafting Speed is more important than Forward Top Speed.

M.8.2 Technical Information Questionnaire (TIQ). Any or all information provided in the TIQ may be used in the evaluation of the Technical factor in Phase II as it relates to the subfactor requirements.

M.8.3 Test Data

Test data which establishes conformance of the offered configuration to required and up to the objective (where applicable) performance levels, represents the most credible form of substantiating information and may therefore be evaluated as lower risk. Government test data may be evaluated as lower risk than independent test data. Independent test data witnessed and signed by a licensed professional engineer may be evaluated as lower risk than independent test data not signed by a professional engineer. A lack of test data for the

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proposed configuration/components will be considered higher risk. The extent to which the proposed configuration varies from the tested configuration will be considered in the risk evaluation.

M.8.4 Configuration

The greater the extent to which the offeror's proposed configuration meaningfully varies from the tested configuration as a result of corrective actions or design changes, thereby undermining the applicability of offered test data, the more the Government may discount the validity of such test data as substantiating information. Proposed corrective actions or design changes which are either untested or partially tested may increase risk.

M.8.5 Subfactor 1 Reliability. The offeror's information submitted in response to L.3.2 will be evaluated to assess the risks associated with the probability that the proposed BEB will meet the reliability requirements of section 3.3.11 of ATPD 2393 while operating on JP-8 fuel in the environmental extremes required of sections 3.1.2 and 3.3.8 of ATPD 2393. Test data will be scored and assessed per the BEB Failure Definition and Scoring Criteria (FDSC) to validate the predicted reliability.

M.8.6 Subfactor 2 Conventional Rafting Speed

The offerors information submitted in response to L.3.3 will be evaluated as follows:

- a. The Government will evaluate the risk that the offeror will achieve the Conventional Rafting Speed performance levels required in ATPD 2393, Paragraph 3.3.4 (conventional rafting speed only), to include proposed performance above threshold levels; and
- b. Where the offeror proposes performance above the threshold, the Government will assess the extent to which the offeror's proposed performance levels satisfy the Conventional Rafting Speed objective performance of ATPD 2393 Paragraph 3.3.4 (conventional rafting speed only)

M.8.7 Subfactor 3 Forward Top Speed

The offerors information submitted in response to L.3.4 will be evaluated as follows:

- a. The Government will evaluate the risk that the offeror will achieve the Forward Top Speed performance levels specified in ATPD 2393, Paragraph 3.3.9 (forward steady state speed only), to include proposed performance above threshold levels; and
- b. Where the offeror proposes performance above the threshold, the Government will assess the extent to which the offeror's proposed performance levels satisfy the Forward Top Speed objective performance of ATPD 2393 Paragraph 3.3.9 (forward steady state speed only).

M.8.8 Evaluation of Technical Requirements above Threshold

For evaluation performance up to the objectives ATPD 2393 paragraphs 3.3.4 and 3.3.9 (See M.8.6 and M.8.7, respectively), extra evaluation credit may be given for proposed performance above the threshold requirement up to the objective. For proposed performance between the threshold and objective, proportional extra credit may be given to the extent that it benefits the Government. Extra Credit will not be granted for exceeding the objective performance. Offerors will not be granted extra evaluation credit for achieving performance up to the objective for any other requirements in ATPD 2393.

Subfactor	PD Paragraph	Threshold	Objective
Conventional Rafting Speed	3.3.4	6 fps	8 fps
Forward Top Speed	3.3.9	8 knots	24 knots

M.8.8.1 If the Government evaluation shows that an offeror is likely to achieve up to the objective performance level, in whole or in part (to the benefit of the Government), it may be noted as a strength under the factor and subfactor to which it belongs. Strengths may result in an increase in the assigned rating for the appropriate factor and subfactor.

M.8.8.2 To receive up to the objective performance evaluation credit for M.8.6 or M.8.7, the offerors proposal must demonstrate to the Government that the proposed performance level is achievable at moderate or lower risk. Where up to the objective performance level is evaluated as having risk higher than moderate risk for achieving proposed performance, no additional evaluation credit shall be given, nor shall such a proposal be considered a proposal strength or to have benefit to the Government.

M.8.8.3 If Government evaluation of the proposal indicates achievement of the proposed performance level above the threshold, up to the objective, is likely at moderate risk or lower, the proposed level of performance will be included in any resulting contract. In the event an offeror does not agree to incorporate the proposed level of performance into the resulting contract, the offeror will not be credited, in whole or in part, with their achievement of performance beyond the threshold.

M.9 PRICE FACTOR (PHASE II)

M.9.1 Price Factor. This factor will be evaluated based upon the offeror's Total Evaluated Price and its reasonableness. This

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evaluation will include an assessment of the reasonableness of the proposed prices to accomplish the proposed level of performance. The Government may use other resources in the evaluation of the price proposal.

M.9.1.1 The Total Evaluated Price will consist of the sum of evaluated prices for each CLIN according to the formulas in Attachment 0024 and the estimated transportation costs referenced in M.10.4 and, if required, a factor for non-HUBZone Small Business.

M.9.1.2 Where prices are submitted on other than a range pricing basis, extended prices for evaluation purposes will be the offered unit price multiplied by the total CLIN quantity.

M.9.1.3 For each option for BEBs and CPKs, the evaluated extended prices will be the weighted average unit price multiplied by the stated evaluated quantity. Weighted average unit prices will be the summation of the offered unit price for each range multiplied by the Government provided Evaluation Weight for that range.

M.9.2 For the purpose of this evaluation, the following definition will be used:

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

M.9.3 The Defense Contract Audit Agency (DCAA) and the Defense Contract Management Agency (DCMA) may be requested to verify proposed rates and projections. The Government may use other resources in the evaluation of the price proposal.

M.9.4 Costs for transporting BEB options from point of inspection to Government destinations will be estimated by the Government and included in the total evaluated price to the Government. Evaluation of transportation cost will be in accordance with TACOM clause 52.247-4019, Evaluation of Transportation Costs for Options. The estimate for transporting to the Government facility will be based on the following destinations, DODAACs and quantities below:

LOCATION	DODAAC	QTY
Abbeville, SC	W5672S	14
Barling, AR	W91E1S	14
Bismarck, ND	W5ALXJ	14
Bowling Green, VA	W26L77	14
Chamberlain, SD	W56F7T	14
Clarksville, WV	W27AWT	14
Danielson, CT	W11M9U	14
El Campo, TX	W45D70	14
Ellsworth, WI	W806UC	14
Fort Belvoir, VA	W804M8	14
Fort Benning, GA	W91DZ4	14
Fort Hood, TX	W81RXB	14
Fort Knox, KY	WK4FC9	14
Fort Leonardwood, MO	WT4WRW	14
Fort Polk, LA	WK4FNS	14
Fredericksburg, VA	W56QUL	14
Granite City, IL	W80Q8L	14
Macon, GA	W566GS	14
Macon, MO	W58MY2	14
Marrero, LA	W56WJX	14
Norman, OK	W9015L	13
Portland, OR	W81JF6	14
Redding, CA	W91SFN	14
Rock Springs, WY	W806H5	14
Salinas, PR	W80Y50	14
Sault St Marie, MI	W56LUB	14

M.10 DATA RIGHTS (PHASE II)

Information submitted in response to section L.5 will be evaluated to assess the extent to which the offeror will deliver to the Government a TDP to permit the Government to support future full and open competitive acquisitions of BEBs and/or the subsystems identified in Attachment 0025. Technical data rights that allow the Government to compete the entire BEB on a full and open competitive basis are highly advantageous to the Government. Rights granted in the subsystems identified in Attachment 0025 will be advantageous to the Government if they permit the Government to support future full and open competitive acquisitions. With respect to subsystems, proposals will be considered progressively more advantageous the greater the number of Attachment 0025 subsystems which can be competed on a full and open basis. No partial credit will be assigned, at either the complete BEB or subsystem level, for data rights less than those necessary to compete the BEB or subsystems on a full and open competition basis. In accordance with 10 USC 2320 and DFARS 227.7103-1, except in limited circumstances, offerors are not required, either as a condition of being responsive to a solicitation or as a condition for award, to sell or otherwise relinquish to the Government any rights in technical data related to items, components or

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processes developed exclusively at private expense. An offeror that does not propose to sell or otherwise relinquish any rights in technical data related to items, components or process developed exclusively at private expense will still be considered responsive.

M.11 SMALL BUSINESS PARTICIPATION FACTOR (PHASE II)

M.11.1 The Government will evaluate the offerors proposed extent of Small Business Participation in the performance of the contract for U.S. small businesses (SBS) and small disadvantaged businesses (SDBs). The offerors extent of small business participation will be calculated using Dollars for portion of work to be performed by Small Business Prime plus Dollars for portion of work to be performed by First Tier Small Business Subcontractors divided by Total Contract Amount to obtain a percentage. If the offeror is itself a U.S. small business concern under the North American Industry Classification Systems (NAICS) code applicable to this RFP (to include U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the offerors own portion of the work to be performed as Small Business Participation for purposes of this evaluation.

M.11.2 The evaluation will consist of the following:

(a) The extent to which the proposal identifies participation by U.S. Small Business concerns to achieve the Governments goals for SB and SDB expressed as a percentage of Total Contract Value, shown below:

- 28.0% for SBS
- 4.1% for SDBs

(b) An assessment of the probability that the offeror will achieve the levels of Small Business Participation identified in the proposal based upon a risk assessment of the offerors proposed Small Business Participation Factor Submittal.

*** END OF NARRATIVE M0001 ***

	<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	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

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

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

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

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

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

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

[End of Provision]

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

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quantity.

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

(End of Provision)

M-5 52.247-4019 EVALUATION OF TRANSPORTATION COSTS FOR OPTIONS (F.O.B. ORIGIN) MAR/2002
(WARREN)

(a) We will compute and identify transportation costs pertaining to the option quantity identified in Section B of the solicitation in the manner below.

- (i) 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: STCC 6001-AN UFC ITEM NO.: 3732111
NMFC: STB NMF 100-AL NMFC ITEM NO: 024540

(b) The evaluation of the transportation cost will be based on the destinations listed in section M.9.4.

[End of Provision]

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