

| | | | | | |
|--|---|---|---|------------------------------------|---|
| SOLICITATION, OFFER AND AWARD | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DOA4 | Page of Pages 1 99 |
| 2. Contract Number | 3. Solicitation Number W56HZV-11-R-0141 | 4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) | | 5. Date Issued 2012MAY16 | 6. Requisition/Purchase Number SEE SCHEDULE |
| 7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-HTA-A 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 05:00pm (hour) local time 2012JUL18 (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 JESSICA RICHARDSON | B. Telephone (No Collect Calls) | | C. E-mail Address JESSICA.RICHARDSON4@US.ARMY.MIL |
| | | Area Code (586) | Number 282-1033 | Ext. |

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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 (%) |
|---|---|---|---|--|

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

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

AWARD (To be completed by Government)

| | | | | |
|--|-------------------|--|--|-----------------------|
| 19. Accepted As To Items Numbered | 20. Amount | 21. Accounting And Appropriation | | |
| | | | | |
| 22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | 23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) | | Item 25 |
| 24. Administered By (If other than Item 7) | | 25. Payment Will Be Made By | | |
| | | | | |
| SCD PAS NONE ADP PT | | | | |
| 26. Name of Contracting Officer (Type or Print) | | 27. United States Of America (Signature of Contracting Officer) | | 28. Award Date |
| | | | | |

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

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REPRINT

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

- 0001
- 0002
- 0003
- 0004
- 0005
- 0006
- 0007
- 0008
- 0009
- 0010
- 0011

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

ACC - Warren is soliciting proposals from small businesses in support of our Medium Tactical Vehicle, M1061A1 Trailer Program. The information below describes our planned acquisition approach for the M1061A1 Trailer. The Solicitation and associated information are posted on the M1061A1 Trailer website at: *HYPERLINK "http://contracting.tacom.army.mil/majorsys/ml061a1/ml061a1.htm" <http://contracting.tacom.army.mil/majorsys/ml061a1/ml061a1.htm>. The Government will regularly post all changes/amendments/updates to the solicitation as well as answers to any industry-generated questions on this site. Offerors are responsible for periodically reviewing and monitoring the M1061A1 Trailer website to ensure they have the most current information for this solicitation. If you have any questions regarding the web access, direct them to the ACC - WARREN Electronic contracting Help Desk at *HYPERLINK "mailto:acqcenweb@us.army.mil" acqcenweb@us.army.mil.

INTRODUCTION:

This acquisition is being considered under the authority of the Federal Acquisition Regulation (FAR) Part 15, which uses a simplified contract format using techniques that are not similar to those used in private-sector contracting. A description of the required supplies and services are contained in this solicitation.

ACQUISITION APPROACH:

Eligibility for award under this solicitation is limited to Small Business under a Total Small Business Set-Aside.

CONTRACT OVERVIEW:

The Government intends to award one (1) contract under this solicitation, a Five-Year Firm-Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) Contract (FAR Subpart 16.504). The Minimum Quantity is 112 trailers and the Maximum Quantity is 1000 trailers. The five year Minimum Guaranteed Quantity will be ordered at the time of award (112 Trailers). The Offeror shall complete and submit spreadsheets at Attachment 0005 showing the proposed prices and total amounts for the CLINs listed in section B. Section B identifies the required estimated quantities for a) Standard Camouflage, b) Green and c) Tan paint that the Offeror must provide prices for in the Attachment 0005.

Note: Offerors shall not fill in this pricing information in Section B.

Note: CLIN 0001, 0004, and Exhibit A (Contract Data Requirement List) are the only items subject to Clause 52.247-34 (FOB Destination). Destination clauses are only applicable to CLIN 0001, 0004, and Exhibit A.

BASIS OF AWARD:

Offerors must carefully review Sections L and M of the solicitation to understand the evaluation criteria in the selection of the best value to the Government.

NO DISCUSSIONS ANTICIPATED:

The Government intends to award a contract without holding discussions with the Offerors as permitted in FAR 15.215-1. Each Offeror must be careful to include any and all information requested in the solicitation at time of submittal to avoid being determined non-responsive to this request for proposals. The Government reserves the right to hold discussions should it deem to be in its best interest in determining the best value proposal.

LIMITATIONS OF SUBCONTRACTING

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Applicability. This clause applies only to--
 - (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
 - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
 - (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in *HYPERLINK "08.htm" \1 "P269_44707"8.405-5 and *HYPERLINK "16.htm" \1 "P461_78758"16.505(b)(2)(i)(F).
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

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| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|-------------------------------|-------------|
| A-1 52.204-4016 | WARREN ELECTRONIC CONTRACTING | DEC/2009 |

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

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

(c) Unless otherwise authorized in 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 Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

(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=W56HZV11R0141

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

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

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

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

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contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

End of Provision

A-2 52.201-4000 ARMY CONTRACTING COMMAND-WARREN (DTA) OMBUDSPERSON JAN/2006

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

[End of Clause]

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

TACOM-Warren uses Wide Area Workflow, Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. (See

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

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

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.

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]

1. The purpose of this Amendment is to clarify Amd 001. Amendment 001 corrects the link to the web-based TDPs in TACOM clause 52.211-4072.

2. All other terms and conditions remain the same, including the RFP closing date 18 June 2012, 5:00PM local time Warren, Michigan.

*** END OF NARRATIVE A0002 ***

1. The purpose of this Amendment is to:

- i. Extend the closing date from 18 June 2012, 5:00PM local time Warren, Michigan to 26 June 2012, 5:00PM local time Warren, Michigan.
- ii. Change the FOB Point for Contract Line Item Number (CLIN) 0001 from ORIGIN to DESTINATION.
- iii. Revise Sections L & M to include the addition of the Technical Information Questionnaire.
- iv. Revise Attachments 0008 and 0009 to include Drawings 13230E4580 and 12320E4572 that were inadvertently omitted.
- v. Revise the title of the TDP from TDP 8750137 Revision M to TDP 8750137 to Revision N.

2. All other items and conditions remain the same.

*** END OF NARRATIVE A0003 ***

The purpose of this Amendment is to:

1. Clarify Amendment 0003:

- i. Section J was revised to add Attachment 0011, Technical Information Questionnaire (TIQ).
- ii. Section A.1.iii stated Section L&M was revised to include language regarding the TIQ. The specific sections revised are L.3.3

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and Section M.4.3.

iii. Note 5 on Sheet 1 of Drawing 0116-1994 was revised via Attachment 0008.

2. The following changes are made pursuant to this amendment, 0004:

i. M.4.2.1(1) is revised to delete reference to M.4.3.2 and instead include reference to M.4.3.

ii. In M.4.3.1, and M.4.3.1.2, revising "Not Acceptable" to "Unacceptable".

iii. The trailer reference in Section C.7 will be changed from M200A1 to M1061A1.

iv. Exhibit A, Contract Data Requirement List (CDRL) 0014 is revised.

v. Revise the Executive Summary to include CLIN 0001 as FOB - Destination.

vi. Attachment 0001 is updated.

3. All other items and condition remain the same, including the closing date of June 26, 2012 at 5:00PM EST.

*** END OF NARRATIVE A0004 ***

The purpose of this Amendment is to:

1. Section J was revised to add omitted drawings to Attachment 009. Section J was also revised to include page numbers and dates.

2. Section L 3.4.1.a last sentence is revised to state, "Offerors shall not provide any pricing information in Section B."

3. CLIN 0001 was changed to FOB Origin from FOB Destination per Amendment 0003. This amendment incorporates this change completely.

4. This amendment extends the closing date from 26 June 2012 to 09 July 2012, 5:00pm EST.

5. All other terms and conditions remain the same.

*** END OF NARRATIVE A0005 ***

The purpose of the Amendment is to:

1. Section J is revised to add omitted drawings to Attachment 0009, DWG 13231E0000 REV B Drawing for M1061A1 Trailer with Army Integration Kit.

2. Section J is revised to update Attachment 0011, Technical Information Questionnaire.

3. Revise Section C.1.2

FROM: In addition to the FMVSS requirements, the Trailer ABS shall include logic and sensors to address uphill and downhill, low coefficient of friction conditions, such that the trailer ABS will automatically turn off when the truck-trailer combination are in this situation to ensure the trailer brakes apply to prevent run-away.

TO: In addition to the FMVSS requirements, the Trailer ABS shall include logic and sensors to address uphill and downhill, low coefficient of friction conditions, such that the trailer ABS will automatically turn off when the truck-trailer combination are in this situation to ensure the trailer brakes apply to prevent run-away (eg, when on a gravel surface of 30% grade.)\

The ABS wheel speed sensors shall maintain a gap with the tone wheel within the manufacturers recommended range.

4. Revise Section L.3.3.1:

FROM: Offerors shall clearly establish conformance with technical requirements of an air-over-hydraulic Antilock Brake System (ABS) by submitting a completed Technical Information Questionnaire (TIQ) (Attachment 0011).

TO: Offerors shall clearly establish conformance with the RFPs technical requirements by submitting a completed Technical Information

Name of Offeror or Contractor:

Questionnaire (TIQ) (Attachment 0011).

5. Revise Section L.3.1.1:

FROM:L.3.3.1.1 The Offeror must provide information (as identified in the TIQ) that substantiates responses to each TIQ question. Unsubstantiated claims will make the Offeror ineligible for award.

TO:L.3.3.1.1 The Offeror must provide information (as identified in section B of the TIQ) that substantiates response to each question in sections C through E of the TIQ. Unsubstantiated claims may make the Offeror ineligible for award.

6. Revise Section M.4.2.1(1):

FROM:Phase I of this LPTA evaluation is an assessment of Technical Factor proposals on an Acceptable/Unacceptable basis. In order to be considered for award, Offeror's proposals must be rated Acceptable under each Technical Factor cited in M.4.3.2. Any Offeror's proposal assessed as Unacceptable under the Technical Factor will be ineligible for award. Offerors whose Technical proposals rated Unacceptable may be notified at any time that the proposal will no longer be considered for award.

TO:Phase I of this LPTA evaluation is an assessment of Technical Factor proposals on an Acceptable/Unacceptable basis. In order to be considered for award, Offeror's proposals must be rated Acceptable under the Technical Factor Any Offeror's proposal assessed as Unacceptable under the Technical Factor will be ineligible for award. Offerors whose Technical proposals are rated Unacceptable may be notified at any time that the proposal will no longer be considered for award.

7. Revise Section M.4.2.1(2):

FROM:Under Phase II of the LPTA evaluation, those proposals rated Acceptable under Phase I will be evaluated for the total lowest evaluated price which will include an assessment of price reasonableness. Award will be made to the proposal with the lowest total evaluated price which was also rated Acceptable under the Phase I Technical Factor.

TO:Under Phase II of the LPTA evaluation, proposals will be evaluated for the total lowest evaluated price which will include an assessment of price reasonableness. Award will be made to the proposal with the lowest total evaluated price which was also rated Acceptable under the Phase I Technical Factor.

8. Revise Section M.4.3.1:

FROM:Phase I will be an acceptable/unacceptable evaluation to determine whether the technical components offered by the Offeror meet the contract requirements contained in Section C based on the response to the information called for in the TIQ (Attachment 0011). The information submitted in response to the TIQ will be used to verify conformance to the Section C.1.2. requirements. No evaluation credit will be given for exceeding performance requirements. An Offeror deemed Unacceptable under Phase I shall not be considered for award. The determination of an Acceptable proposal will be based on an evaluation of the technical proposal against the following definition:

TO:Phase I will be an Acceptable/Unacceptable evaluation to determine whether the Offeror meets the technical requirements based on the response to the TIQ (Attachment 0011). The information submitted in accordance with section B of the TIQ will be used to verify conformance to the technical requirements in sections C through E of the TIQ. No evaluation credit will be given for exceeding performance requirements. An Offeror deemed Unacceptable under Phase I shall not be considered for award. The determination of an Acceptable proposal will be based on an evaluation of the technical proposal against the following definition:

9. Revise Section M.4.3.1.1:

FROM: An Acceptable Technical Proposal is a proposal where there is no doubt that the system will meet each of the requirements based on the Offeror's proposal and as evidenced by the answers to the TIQ (Attachment 0011) questions and information submitted in support thereof.

TO: An Acceptable Technical Proposal is a proposal that clearly meets the minimum requirements of the solicitation as evidenced by the answers to the TIQ sections C through E (Attachment 0011) and information submitted in support thereof (IAW section B of the TIQ).

10. Revise Section M.4.3.1.2:

FROM:If sufficient evidence is not provided to substantiate adherence to requirements in Section C as evidenced from the answers to the

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TIQ questions and information submitted in support thereof, the Offeror will be deemed Unacceptable under Phase I and will not be eligible for award.

TO: An Unacceptable technical proposal is a proposal that does not clearly meet the minimum requirements of the solicitation as evidenced by the answers to the TIQ sections C through E and information submitted in support thereof (IAW section B of the TIQ).

11. Also, please take note to Clause 52.219-14, Limitations on Subcontracting, that is being added Section A. It is already included in Section I:

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [*HYPERLINK "08.htm" \\\\P269_44707\8.405-5](#) and [*HYPERLINK "16.htm" \\\\P461_78758\16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

[End of Clause]

12. All other terms and conditions remain the same including the closing date of 09 July 2012, 5:00PM EST.

*** END OF NARRATIVE A0006 ***

1. PURPOSE: The purpose of amendment 0007, in accordance with FAR 15.206, "Amending the Solicitation", is to:

a. Amend Section J, Attachment 0002, with revised Drawing# 19207-12518794.

b. Amend Section J, Attachment 0009, add Drawing# 13230E4573 and drawing# SC-D-147189-80063.

2. All other terms and conditions remain in effect, including the closing date of 09 July 2012, 5:00PM EST.

*** END OF NARRATIVE A0007 ***

1. PURPOSE: The purpose of Amendment 0008, in accordance with FAR 15.206, "Amending the Solicitation", is:

A. This action extends the solicitation proposal due date to 16 July 2012 at 5:00 PM local time.

B. All other contract terms and conditions remain the same and in full force.

Name of Offeror or Contractor:

*** END OF NARRATIVE A0008 ***

The purpose of Amendment 0009 is to:

1. Revise Section J to update Attachment 0002 and Attachment 0009.
2. Extend the solicitation proposal due date to 18 July 2012 at 5:00 PM EST time.
3. All other terms and conditions remain the same.

*** END OF NARRATIVE A0009 ***

The purpose of this amendment 0010 is to:

1. Revise Section J, Attachment 0005, Pricing Spreadsheet.
2. All other terms and conditions remain the same, including the closing date of 18 June 2012 at 5:00PM EST.

*** END OF NARRATIVE A0010 ***

The purpose of Amendment 0011 is to:

1. Revise Section J, Attachment 0005 - Pricing Spreadsheet:

- i. To add a cell for unit prices for the 6 each FAT trailers in CLIN 0001 to be entered
 - ii. Change the nouns that were reversed on the First Ordering Year tab of the spreadsheet:

FROM: CLIN 1002 - Air Force TQG Kit
TO: CLIN 1002 - Army Integration Kit

FROM: CLIN 1003 - Army TQG Kit
TO: CLIN 1003 - Air Force Integration Kit

2. All other terms and conditions remain the same including the closing date of 18 July 2012, 5:00PM EST

*** END OF NARRATIVE A0011 ***

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0001 | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>M1061A1 1ST ARTICLE INSPECTION TEST TRAILERS</u></p> <p>NSN: 0000-00-000-0000 NOUN: M1061 A1 TRAILER FSCM: 19207 PART NR: 0000000</p> <p>First Article Inspection Test Trailers.</p> <p>The contractor shall reference Section E.5, First Article Inspection and E.8 Production Verification Test.</p> <p>-Three (3) Base models NSN: 2330 01207 3533 -Two (2) Army Configuration NSN: 2330 01573 1551 -One (1) Air Force Configuration NSN: 2330 01573 0985</p> <p>Contractor will ship four (4) trailers ((2) Army trailers, one (1) Air Force Trailer and one(1) base model trailer) for the Production Verification Testing (PVT) to the Government test site (Yuma, AZ).The Contractor shall ship in place two (2) base model trailers at contractor's facility for the First Article Inspection.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: SECTION C</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (W81R8T) PR W04X USA YUMA PROVING GROUND BLDG 2710 SANCHEZ STREET PBO YUMA,AZ,85365-9113</p> | 6 | EA | \$ _____ | \$ _____ |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0003 | <p><u>TEST SUPPORT</u></p> <p>The Contractor shall provide Test Support in accordance with E.8.4 to include the test service representative and system support package.</p> <p>(End of narrative B001)</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 | | | | | | |
|-------------------|---|-------------------|-----------------|-----------------|--------|---|------------------|--|--|--|--|
| 0004 | <p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>The Contractor shall submit all reports, data, etc. set forth in exhibit A, "Contract Data Requirements List" (CDRL) for all ordering years.</p> <p>This requirement is not separately priced.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>See DD FORM 1423</td> </tr> </table> <p>FOB POINT: Destination</p> <p>(End of narrative B002)</p> | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 1 | See DD FORM 1423 | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | |
| 001 | 1 | See DD FORM 1423 | | | | | | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 1001 | <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST DIGIT SIGNIFIES THE APPLICABLE CONTRACT YEAR AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ITEM, i.e., CLIN 1001 IS FOR THE FIRST ORDERING YEAR, FIRST ITEM, CLIN 2001 IS FOR THE SECOND ORDERING YEAR, FIRST ITEM, CLIN 3002 IS FOR THE THIRD ORDERING YEAR, SECOND ITEM, ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p>FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>FOURTH ORDERING YEAR OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p>FIFTH ORDERING YEAR OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 1001 Through 5003:</p> <p>Minimum 5-Year Quantity: 112 EACH (This will be ordered at the time of the basic contract award.)</p> <p>Maximum 5 Year Quantity: 1000 EACH</p> <p>**THE MINIMUM 5-YEAR QUANTITY OF 112 INCLUDES 106 M1061A1 TRAILERS (CLIN 1001-5003), TWO (2) FIRST ARTICLE INSPECTION TRAILER (CLIN 0001), AND FOUR (4) PRODUCTION VERIFICATION TEST (PVT)TRAILERS (CLIN 0001).</p> <p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>1ST ORDER YEAR M1061A1 TRAILER PRODUCTION</u></p> | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-R-0141 MOD/AMD

Page 15 of 99
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Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | NSN: 2330-01-207-3533 NOUN: M1061A1 TRAILER FSCM: 19207 PART NUMBER: 8750137 NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER. SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1 <u>STANDARD CAMOUFLAGE PAINT COLOR:</u> | EST | 1 | EA \$_____ | |
| | <u>GREEN PAINT COLOR:</u> | EST | 1 | EA \$_____ | |
| | <u>TAN PAINT COLOR:</u> | EST | 1 | EA \$_____ | |
| | <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin (End of narrative B001) <u>Packaging and Marking</u> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 1002 | <p><u>1ST ORDER YEAR ARMY TRAILER</u></p> <p>NSN: 2330-01-573-1551 NOUN: M1061A1 TRAILER WITH ARMY INTEGRATION KIT FSCM: 19207 PART NUMBER: 0116-1994</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p>EST 90 EA \$ _____</p> <p><u>GREEN PAINT COLOR:</u></p> <p>EST 2 EA \$ _____</p> <p><u>TAN PAINT COLOR:</u></p> <p>EST 2 EA \$ _____</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|--|-------------------------------|---|--------|
| 1003 | <p><u>1ST ORDER YEAR AIRFORCE TRAILER</u></p> <p>NSN: 2330-01-573-0985 NOUN: M1061A1 TRAILER WITH AIRFORCE INTEGRATION KIT FSCM: 19207 PART NUMBER: 13231E0000</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 1</p> <p>EST 7</p> <p>EST 1</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|--|-------------------------------|---|--------|
| 2001 | <p><u>2ND ORDER YEAR M1061A1 TRAILER PRODUCTION</u></p> <p>NSN: 2330-01-207-3533 NOUN: M1061A1 TRAILER FSCM: 19207 PART NUMBER: 8750137</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 1</p> <p>EST 1</p> <p>EST 1</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|--|-------------------------------|---|--------|
| 2002 | <p><u>2ND ORDER YEAR ARMY TRAILER</u></p> <p>NSN: 2330-01-573-1551 NOUN: M1061A1 TRAILER WITH ARMY INTEGRATION KIT FSCM: 19207 PART NUMBER: 0116-1994</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 156</p> <p>EST 2</p> <p>EST 2</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|--|-------------------------------|---|--------|
| 2003 | <p><u>2ND ORDER YEAR AIRFORCE TRAILER</u></p> <p>NSN: 2330-01-573-0985 NOUN: M1061A1 TRAILER WITH AIRFORCE INTEGRATION KIT FSCM: 19207 PART NUMBER: 13231E0000</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 1</p> <p>EST 9</p> <p>EST 1</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|--|-------------------------------|---|--------|
| 3001 | <p><u>3RD ORDER YEAR M1061A1 TRAILER PRODUCTION</u></p> <p>NSN: 2330-01-207-3533 NOUN: M1061A1 TRAILER FSCM: 19207 PART NUMBER: 8750137</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 1</p> <p>EST 1</p> <p>EST 1</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|--|-------------------------------|---|--------|
| 3002 | <p><u>3RD ORDER YEAR ARMY TRAILER</u></p> <p>NSN: 2330-01-573-1551 NOUN: M1061A1 TRAILER WITH ARMY INTEGRATION KIT FSCM: 19207 PART NUMBER: 0116-1994</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 156</p> <p>EST 2</p> <p>EST 2</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|---|-------------------------------|---|--------|
| 3003 | <p><u>3RD ORDER YEAR AIRFORCE TRAILER</u></p> <p>NSN: 2330-01-573-0985 NOUN: M1061A1 TRAILER WITH AIRFORCE INTEGRATION KIT FSCM: 19207 PART NUMBER: 13231E0000</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 2</p> <p>EST 44</p> <p>EST 2</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|--|-------------------------------|---|--------|
| 4001 | <p><u>4TH ORDER YEAR M1061A1 TRAILER PRODUCTION</u></p> <p>NSN: 2330-01-207-3533 NOUN: M1061A1 TRAILER FSCM: 19207 PART NUMBER: 8750137</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 1</p> <p>EST 1</p> <p>EST 1</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|--|-------------------------------|---|--------|
| 4002 | <p><u>4TH ORDER YEAR ARMY TRAILER</u></p> <p>NSN: 2330-01-573-1551 NOUN: M1061A1 TRAILER WITH ARMY INTEGRATION KIT FSCM: 19207 PART NUMBER: 0116-1994</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 226</p> <p>EST 2</p> <p>EST 2</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|---|-------------------------------|---|--------|
| 4003 | <p><u>4TH ORDER YEAR AIRFORCE TRAILER</u></p> <p>NSN: 2330-01-573-0985 NOUN: M1061A1 TRAILER WITH AIRFORCE INTEGRATION KIT FSCM: 19207 PART NUMBER: 13231E0000</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 2</p> <p>EST 44</p> <p>EST 2</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|--|-------------------------------|---|--------|
| 5001 | <p><u>5TH ORDER YEAR M1061A1 TRAILER PRODUCTION</u></p> <p>NSN: 2330-01-207-3533 NOUN: M1061A1 TRAILER FSCM: 19207 PART NUMBER: 8750137</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 1</p> <p>EST 1</p> <p>EST 1</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|--|-------------------------------|---|--------|
| 5002 | <p><u>5TH ORDER YEAR ARMY TRAILER</u></p> <p>NSN: 2330-01-573-1551 NOUN: M1061A1 TRAILER WITH ARMY INTEGRATION KIT FSCM: 19207 PART NUMBER: 0116-1994</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 167</p> <p>EST 2</p> <p>EST 2</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|---|-------------------------------|---|--------|
| 5003 | <p><u>5TH ORDER YEAR AIRFORCE TRAILER</u></p> <p>NSN: 2330-01-573-0985 NOUN: M1061A1 TRAILER WITH AIRFORCE INTEGRATION KIT FSCM: 19207 PART NUMBER: 13231E0000</p> <p>NOUN: FIVE TON TWO AXLE FLAT BED TRAILER M1061A1 CHASSIS</p> <p>REQUIRED PAINT COLOR WILL BE IDENTIFIED AT TIME OF AWARD IN EACH DELIVERY ORDER.</p> <p>SCOPE OF WORK IN ACCORDANCE WITH SECTION C.1</p> <p><u>STANDARD CAMOUFLAGE PAINT COLOR:</u></p> <p><u>GREEN PAINT COLOR:</u></p> <p><u>TAN PAINT COLOR:</u></p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> | <p>EST 2</p> <p>EST 44</p> <p>EST 2</p> | <p>EA</p> <p>EA</p> <p>EA</p> | <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> | |

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| C-1 | 52.204-4003 (TACOM) | START OF WORK MEETING | MAY/2000 |

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 20 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 | 52.211-4015 | CONFIGURATION CONTROL - ENGINEERING CHANGES | DEC/2005 |
|-----|-------------|---|----------|

(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(b) When will Army Contracting Command - Warren (DTA) start processing change requests? We won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is 00.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products or later versions: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

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(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPS or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

(f) Approval of ECPs, VECPS and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. Army Contract Command - Warren (DTA) will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. Army Contract Command - Warren (DTA) will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

The following Xd item applies to this solicitation:

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[] 1. There is no Technical Data Package (TDP) included with this solicitation.

[] 2. The TDP for this solicitation is on a CD-ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource Locator (URL):

<http://contracting.tacom.army.mil/bidreq.htm>

Note: To copy a link from a .pdf file, click on the Text Select Tool, then highlight the URL, copy and paste it into your browser, and hit the Enter key.

[X] 3. This solicitation contains one or more web-located TDPs. If multiple Contract Line Item Numbers (CLINs) are listed below, each one will have its own URL just under the CLIN listing. The URL will take you to that CLINs Web-located TDP. To access the TDP, you will have to copy or type the links URL to your web browser address bar at the top of the screen.

CLIN: 1001 M1061 Trailer

TDP Link (URL): <http://contracting.tacom.army.mil/majorsys/m1061a1/m1061a1.htm>

CLIN 1002 M1061A1 Trailer with Army Integration kit

TDP Link URL: <http://contracting.tacom.army.mil/majorsys/m1061a1/m1061a1.htm>

CLIN 1003 M1061A1 Trailer with Air Force Integration kit

TDP Link URL: <http://contracting.tacom.army.mil/majorsys/m1061a1/m1061a1.htm>

[] 4. The TDP for this solicitation resides within FedBizOpps (<https://www.fbo.gov>), and is associated with this solicitation number. To access the data through FBO:

- a. Log on to the FBO web site.
- b. Enter your Marketing Partner Identification Number (MPIN).
- c. Search for the solicitation number.
- d. If solicitation is Export Controlled, select Verify MPIN.

(1) TDPs that have an Export Control Warning Notice are subject to 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..

(2) Further dissemination must be in accordance with provisions of DoD Directive 5230.25. This also applies to distribution of the TDP to all SUBCONTRACTORS at every level.

(3) To obtain these TDPs, vendors and contractors must have a current DD 2345, Militarily Critical Technical Data Agreement on file with Defense Logistics Information Service (DLIS).\~ If you are currently certified, your MPIN will be verified and you may proceed to the next step.\~ To obtain certification, go to <http://www.dlis.dla.mil/jcp/>

click on documents and follow instructions provided. Processing time is estimated at three working days after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

(4) Upon completion of the purposes for which Government Technical Data has been provided, the Contractor is required to destroy all documents, including all reproductions, duplications, or copies thereof as may have been further distributed by the Contractor. Destruction of this technical data shall be accomplished by: shredding, pulping, burning, or melting any physical copies of the TDP and/or deletion or removal of downloaded TDP files from computer drives and electronic devices, and any copies of those files.

e. If technical data is otherwise restricted, select Request Explicit Access. This will generate an email to the FBO system administrator at Army Contract Command - Warren (DTA) with all the information needed for them to grant you access. FBO will subsequently automatically generate an email stating when you have permission to view or download TDP items. Allow 2 3 working days to complete this FBO-TDP access/approval process through the FBO system.

f. If multiple individuals in your company need access to the Technical Data Package (TDP) for a solicitation and an explicit access request is required, each individual MUST submit an explicit access request to be granted approval to view the TDP. Those same individuals MUST be registered in Federal Business Opportunities (FBO). Any individuals no longer with the company should be deleted. Questions related to registration in FBO should be directed to <https://www.fbo.gov/index> The FBO helpdesk phone number is (866) 606-8820. Vendors are responsible for placing correct information in FBO.

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g. It is strongly suggested that you submit the explicit access request and provide the buyer with the completed Use and Non-Disclosure Agreement at the same time if the solicitation requires both to gain access to view the TDP.

h. A user guide for FBO can be found at [https://*HYPERLINK \"http://www.fbo.gov\" www.fbo.gov](https://*HYPERLINK \) - on the right is User Guides - click on Vendor.

[End of clause]

C-4 52.211-4008 DRAWING LIMITATIONS
(TACOM)

NOV/2005

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

(1) depict the completed (item(s), and

(2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) You, the contractor, are responsible for obtaining all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

C-5 52.211-4011 ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS
(TACOM)

FEB/1998

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (In Section L or near the end of this solicitation.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

C.1 General. The Contractor, as an independent Contractor and not as an agent or employee of the Government, shall deliver the M1061A1 to the Government, which fully complies with the requirements of the Technical Data Package (TDP), and the Attachments 0002, 0003, 0008 and 0009.

The M1061A1 trailer models are:

(1) Base M1061A1 Trailer, Flatbed, 5 ton, 4 wheel, Tandem, NSN 2330-01-207-3533, part number 8750137 (reference drawing at Attachment 0002).

(2) Modified M1061A1 flatbed trailer, NSN 2330-01-573-1551, part number 0116-1994 (reference drawing at Attachment 0008) for the integration of the Army 100kW power unit.

(3) (3) Modified M1061A1 flatbed trailer, NSN 2330-01-573-0985, part number 13231E0000 (reference drawing at Attachment 0009) for the integration of the Air Force 60kW power unit.

C.1.1 Reserved.

C.1.2 Anti-Lock Brake Systems. Both trailer axles shall be equipped with anti-lock brake systems (ABS) that complies with Federal Motor Vehicle Safety Standards (FMVSS) No. 121 (49 CFR 571.121). FMVSS can be obtained at the following website: *HYPERLINK

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<http://www.gpo.gov/fdsys/pkg/CFR-2010-title49-vol6/pdf/CFR-2010-title49-vol6-sec571-121.pdf><http://www.gpo.gov/fdsys/pkg/CFR-2010-title49-vol6/pdf/CFR-2010-title49-vol6-sec571-121.pdf>.

In addition to the FMVSS requirements, the Trailer ABS shall include logic and sensors to address uphill and downhill, low coefficient of friction conditions, such that the trailer ABS will automatically turn off when the truck-trailer combination are in this situation to ensure the trailer brakes apply to prevent run-away(eg, when on a gravel surface of 30% grade.)\

The ABS wheel speed sensors shall maintain a gap with the tone wheel within the manufacturers recommended range.

C.1.2.1 The operating voltage of the ABS shall be a minimum of 12 V DC and a maximum of 24 V DC. Use of a voltage converter box to meet the 24 V DC operation requirement is acceptable.

ABS, with each axle end sensed and controlled independently, is required on both axles and shall meet current industry and 49 CFR 571.121 requirements and provide Power Line Carrier (PLC) communication of ABS malfunction to the prime mover cab. The PLC architecture shall be compliant with SAE J2497.

The ABS Electronic Control Unit (ECU) shall include wiring provisions to transmit the trailer (cable, SAE J2394) ABS malfunction signal to the prime mover cab. A diagnostic warning blink light shall be mounted on an angle at the left side front of the trailer and shall be in view of truck operator. The diagnostic warning blink light shall provide diagnostics capability at minimum to include fault isolation capability sufficient to identify critical failures without use of an off board device. The ABS diagnostic box shall be water proof to road splash and spray and shall be located above fording level with easy access for maintenance.

C.1.2.2 The integrated ABS design shall not change the overall vehicle dimensions of the M1061A1 trailer when built to TDP 8750137 Revision N.

C.1.2.3 The integrated ABS design shall not degrade any of the overall vehicle performance requirements of the M1061A1 trailer, as defined in MIL-DTL-62073H(AT) (Attachment 0001) when built to the TDP 8750137 Revision N.

C.1.2.4 The ABS system shall only require the use of current Army tools, as referenced in TM 9-2330-376-14&P, Attachment 0007.

C.1.2.5 ABS Integration Drawings. The Contractor shall prepare new and red-line marked up drawings as part of the TDP 8750137 to accurately describe the ABS integration (C.1.2) in a from-to condition. The Contractor shall utilize commercial standards ASME Y14.100-2004, ASME Y14.24, ASME Y14.34, ASME Y14.35, and ASME Y14.5-2009 for guidance in revising drawings. The Contractor shall also utilize standards ASME Y14.100-2004, ASME Y14.24, ASME Y14.34, ASME Y14.35, and ASME Y14.5-2009 for creating new drawings to incorporate the ABS integration into the Governments TDP. The drawings shall be provided to the Government with unlimited rights per DFARS 252.227-7013 and 252.227-7015. New and redlined drawings shall be submitted in accordance with CDRL A005.

C.1.2.6 Bill of Materials. The Contractor shall provide a bill of materials for the Antilock Brake System (ABS) containing all manufacturer, industrial specification, and military specification part numbers in accordance with CDRL A014.

C.1.3 Fasteners. All fasteners with Military Standard (MS) part numbers shall be free of Cadmium Plating. Other equivalent corrosion preventive methods may be used for MS fasteners with prior approval from the Government through the Request for Deviation process as specified below in Section C.2.

C.1.4 Paint. Trailers shall be painted Green 383 or Tan 686 in accordance with Trailer TDP paint drawing number 12420325, or Standard Camouflage in accordance with Trailer TDP paint drawing number 12420325 and camouflage paint pattern drawing number 12489337, Attachment 0003. Required paint color(s) will be identified in each individual delivery order.

C.1.5 Electronic Data Delivery. Data requirements specified herein shall be delivered in an electronic format. The file format and delivery method will be dependent upon the file type and size. The files shall be MS Windows Vista and MS Office 2007 software compatible. Available methods of delivery are: electronic mail, file transfer protocol, CD-ROM.

C.1.6 Unique Item Identification (UID). The contractor shall mark each trailer with UID in accordance with requirement set forth in section F, clause 252.211-7003. (See sample UID drawing 12331752 at Attachment 0010.)

C.1.7 Changes to the trailer configuration to correct test deficiencies caused by contractors nonconformance to the TDP shall be incorporated in all production trailers at no additional cost to the Government.

C.2 Configuration Management

C.2.1 Engineering Changes. The Contractor shall submit for Government approval Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECP), in accordance with CDRL A001 and Request for Deviations (RFDs) in accordance with CDRL A002. ECPs shall be prepared in accordance with Attachment 0006. The Contractor shall not incorporate any changes to the production configuration which have not been reviewed and approved by the Government Configuration Control Board (CCB) and incorporated into the contract by the Procurement Contracting Officer (PCO).

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|---------------------------------------|---|-------------------------------------|
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C.2.2 Engineering Change Proposal (ECP) Definitions.

Class I ECP: Engineering Change Proposals that affect the end item by any of the following: form, fit, function, cost, logistics, performance, reliability, maintainability, or delivery schedules.

Class II ECP: Class II Engineering Change Proposals have no affect on any of the factors listed in the above Class I ECP definition.

C.2.2.1 Class I (ECPs) - Contractor Requested.

The contractor shall submit copies of proposed Class I ECP changes per DI-CMAN-80639, CDRL A001, immediately upon determination of a need for such changes.

C.2.2.2 Class I (ECPs)- Government Directed.

In the event the Government requests a change to the end item configuration, the PCO will request, in writing, a technical and price proposal from the contractor. Within 10 business days of request, the contractor shall notify the PCO of the ECP submittal date.

C.2.2.3 Class II (ECPs)- Contractor Requested. The contractor may make Class II changes contingent upon classification concurrence by the Government. Class II changes will be reviewed for proper classification by the PCOs designated Government representatives. Authority may be granted to the onsite DCMA representative to approve Class II ECPs at the PCOs discretion. If during CCB review, the Government representative determines that a proposed Class II ECP is actually a Class I, the contractor shall prepare and submit a Class I ECP in accordance with C.2.2.1.

C.2.2.4 Until the contract is modified, an ECP shall not be incorporated into production.

C.3 System Safety.

C.3.1 Safety Assessment. The Contractor shall prepare and submit a Safety Assessment Report (SAR), which shall identify all safety features of the hardware, software, system design and inherent hazards IAW CDRL A003, DI-SAFT 80102B. The SAR shall establish special procedures and precautions to be observed by the Government test agencies and system users.

C.3.2 Health Hazard Assessment (HHA). The Contractor shall prepare a Health Hazard Assessment Report (HHA). The HHA report shall be provided with the Safety Assessment Report, per CDRL A003, DI-SAFT-80106B.

C.4 Meetings and Reviews.

C.4.1 The Contractor and the Government will hold semi-annual meetings and reviews at the contractors facility during the performance period of this contract. The objectives of these meetings are to review progress and to provide guidance on technical, product assurance, and contractual issues. Common agendas shall be agreed upon by the participants prior to all meetings and reviews. Minutes shall be submitted in accordance with CDRL A004.

C.4.2 A Start of Work meeting shall be held at the Contractors facility within twenty (20) business days after contract award. The actual date of the meeting will be coordinated with the PCO or the Contract Specialist. The purpose of the meeting is to review all matters relating to contract terms and conditions, delivery requirements, program management engineering and quality assurance. Minutes of the meeting shall be submitted in accordance with CDRL A004.

C.4.3. Provisioning Conference: Contractor shall provide support for two (2) provisioning conferences in accordance with CDRL A011. Provisioning conferences shall consist of validating contractor submitted part changes per section C.5.1.2. Provisioning conferences shall be up to one week in duration as required, and shall be held at the contractors facility. The Contractor shall prepare and distribute minutes of the provisioning conferences in accordance with CDRL A004.

C.4.4 Production Database. The contractor shall maintain a database (CDRL A013) that will track and sort vehicles by serial numbers, build and ship dates, CLIN, vehicle model number, ship to location, document number, and DD250 and Commercial Bill of Lading (CBL) numbers. In addition, the database shall track per vehicle, all engineering changes incorporated according to ECP, VECP and or RFD Number. Any applicable engineering notes may also be included in the database. This database shall be updated and submitted to the Government electronically every two weeks. The database shall be kept current as vehicles are shipped. The Contractor shall maintain the database for a period of four (4) years following completion of the Contract.

C.5 Logistics Management Information (LMI) ABS Data Products.

C.5.1 Logistics Management Information (LMI) ABS Data. LMI Data is defined as ABS specific technical information required to safely operate, maintain, and support the ABS system within the expected life-cycle of the equipment. The Contractor shall provide LMI Summaries in accordance with CDRL A012.

C.5.1.1 Logistics Management Information (LMI) Maintenance. The contractor shall conduct an analysis of operation and maintenance for ABS assembly and spare parts and identify specific Army tools specified in TM 9-2330-376-14&P required to define optimal maintenance

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support for ABS. The contractor shall provide a bill of material for the ABS IAW CDRL A014. The following areas shall receive increased analysis, review, and focus, as they are critical in achieving projected Operation and Support cost savings:

- (1) Preventive Maintenance Checks and Services (PMCS)
- (2) Repair Parts and Special Tools List (RPSTL)

C.5.1.2. Provisioning: In the event of an engineering change (e.g. ECP, RFD) or a change in vendor information, the Contractor shall provide the following information to the Government to support the parts provisioning effort (CDRL A011):

- (1) Drawings or catalog pages for new or changed contractor spare or repair parts
- (2) Part Number and Cage
- (3) Estimated Unit Price
- (4) Quantity per assembly
- (5) When required, the provisioning information as described in C.5 shall be provided in accordance with CDRL A011.

C.6 Welding requirements. All steel weldments shall meet the design and fabrication requirements in AWS D1.1/D1.1M. All welding equipment used in building the items described herein shall be certified and all welders and operators shall have passed qualification testing as prescribed in the applicable qualification standards established by the AWS\~D1.1/D1.1M.

C.7 Equipment Preservation Data Sheet. The contractor shall for the M1061A1 trailer equipped with the Advanced Medium Mobile Powered Sources (AMMPS) kit, develop and submit Shipment and Storage instructions processing as described in MIL-STD-3003, addressing temporary outside storage of up to 90 days with no exercising or maintenance being conducted.

*** END OF NARRATIVE C0001 ***

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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 | 52.211-4514 (TACOM) | PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS) | DEC/2007 |

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: See Supplemental Instructions
- (2) LEVEL OF PACKING: See Supplemental Instructions
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: MIL-STD-3003

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order 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 material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(e) Heat Treatment and Marking of Wood Packaging Materials(MWP): Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). 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. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with [*HYPERLINK "https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703"](https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703) ISPM15 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) Hazardous Materials (As applicable):

(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.)

(2) When applicable, 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:

Name of Offeror or Contractor:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(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.

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.

- (g) SUPPLEMENTAL INSTRUCTIONS: The trailer shall be preserved and packaged for shipment accordance with the steps below:
- a) The trailers shall be preserved and prepared for shipment in accordance with the Level B requirements of MIL-STD-3003.
 - b) The trailers shall NOT be invert for shipment.
 - c) BII, COEI, kit, and other items not part of the base trailer shall be preserved and packed in accordance with the BII Level A requirements identified within MIL-STD-3003. In addition, all technical manuals and other related documents shall be individually bagged and stowed inside a secure location.
 - d) The trailer and subcomponents shall be marked in accordance with MIL-STD-3003 and MIL-STD-129.

(End of Clause)

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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 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |
| E-3 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-4 | 52.246-4025 (TACOM) | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT | MAY/2005 |

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

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

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

[X] ISO 9001:2008 (untailored) or comparable quality system

[] ISO 9001:2008 (tailored: delete paragraphs) or comparable quality system

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

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

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

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

[End of Clause]

| | | | |
|-----|--------------------------|--|----------|
| E-5 | (52.209-4004) (TACOM) | DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL | FEB/1985 |
|-----|--------------------------|--|----------|

The Administrative Contracting Officer (ACO) is delegated the authority to approve or disapprove the First Article Test Report submitted in accordance with the clause in Section I of this contract entitled FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (FAR 52.209-3). A copy of the test report and the ACO's letter of approval or disapproval shall be furnished through the Procuring Contracting Officer (PCO) to: Commander, TACOM LCMC, Attn: AMSTA-TR-E, Warren, MI 48397-5000.

[End of Clause]

| | | | |
|-----|------------------------|--------------------------------|----------|
| E-6 | 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.

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(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-7 52.211-4017 PAINTING TEST
 (TACOM)

OCT/2008

(a) Painting shall be in accordance with The Chemical Agent Resistant Coatings (CARC) Application Procedures and Quality Control Inspection detail specification MIL-DTL-53072. All painting procedures shall be submitted to the government for approval prior to painting.

(b) Noted exceptions, additional or special instructions are as follows:

(1) Chemical conversion coatings and pretreatments for ferrous surfaces (Base for Organic Coatings).

(i) Non-stainless steel

(A) Chemical conversion coatings and pretreatments shall be IAW Fed Spec TT-C-490 (Type I or V). Approval and panel submission requirements listed in paragraphs (b)(1)(i)(C) through (b)(1)(i)(E) below apply only to zinc phosphate conversion coatings and pretreatment coatings identified in Fed Spec TT-C-490 (Type I and V).

(B) Rinses/sealers containing hexavalent chromium shall not be used. Trivalent Chromium Process (TCP) or other equivalent products shall be used.

(C) If the contractor has a government-approved process already in place, pre-production approval in accordance with (IAW) section 3 of TT-C-490 may be waived or amended at the discretion of the government. Requests for Deviation (RFD) shall be submitted to the government for approval.

(D) Once pre-production approvals are met for Types I and V per section 3.0 of TT-C-490, monthly Quality Assurance (QA) checks using three test coupons/specimens shall be performed by the vendor. If a lot represents more than a months production, testing will be performed once per month with no less than 25 day intervals between samples. If a lot represents less than a month of production, then the QA will be performed on each lot. All results shall be recorded and submitted to the government for approval.

(E) Section 3.2.21 of TT-C-490 requires that panels be sent to the procuring activity for evaluation and testing. Prior to production painting, vendor must receive written approval from the government, based on satisfactory production sample testing.

(1) Vendor shall send panels to the Army Research Laboratory CARC Commodity Manager at the following address:

US Army Research Laboratory
Attn: John Escarsega
AMSRD-ARL-WM-MC
Deer Creek Loop, Bld. 4600
APG, MD 21005

(2) Items to be tested shall be accompanied by the following information: (a) Company name; (b) Contract number; (c) Material from which the panels were made and the processes used; (d) Explanation as to why panels are being submitted and (e) Vendor Point of Contact.

(ii) Stainless Steel:

(A) Stainless steel surfaces shall be cleaned IAW MIL-DTL 53072 section 3.2.

(B) DOD-P-15328 and MIL-C-8514 shall not be used due to their hexavalent chromium content. Following cleaning, stainless steel surfaces shall be pretreated using one of the following methods:

(1) Mechanical blasting IAW SSPC-10.

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NOTE: Mechanical blasting may not be suitable for thin sheet stainless steel.

(2) Conversion Coatings: A non-hexavalent chromium substitute which meets the performance requirements of DOD-P-15328 may be used.

(2) Chemical conversion coatings and pretreatments for non-ferrous surfaces.

(i) Aluminum surfaces and aluminum alloys: All aluminum and its alloys require cleaning and pretreatment prior to painting or as stand alone conversion coatings.

(A) Use the following: MIL-DTL-81706 Type II Class 1A or when low electrical resistance is required, use MIL-DTL-81706 Class 3 or ASTM B 921, Table 1 Standard Specification for Non-Hexavalent Chromium Conversion Coatings on Aluminum and Aluminum Alloys.

(B) Applications, quality assurance and coating requirements in MIL-DTL-81706 shall be IAW spec MIL-DTL-5541 Chemical Conversion Coatings on Aluminum and Aluminum Alloys.

(C) Anodizing - Anodic Coatings shall be in IAW with MIL-A-8625 Anodic Coatings for Aluminum and Aluminum Alloys. Rinses/sealers containing hexavalent chromium shall not be used.

(3) E-coating (Electrocoating for Primer) shall be IAW MIL-P53084:

(i) E-coat application shall be done in accordance with written instructions from the E-coat QPL supplier.

(ii) Ferrous and zinc/zinc alloy coated surfaces shall be cleaned and pretreated with a Type 1 zinc phosphate coating IAW Fed spec TT-C-490 plus any additional requirements from the e-coat QPL supplier.

(iii) All pre-production E-coat samples or coupons shall be scribed IAW ASTM D 1654, section 4.1.1 or 4.1.2 and then undergo 1000 hours of salt spray ASTM B117 for non-galvanized surfaces, or 40 cycles of SAE J2334 or GM 9540P on galvanized surfaces, or to a mutually agreed upon number of hours prior to production (corresponding to specified Economic Useful Life (EUL)).

(iv) Once samples are approved and production has begun: The coating contractor shall, on a monthly basis or as agreed upon, perform a corrosion audit by E-coating three (3) production pieces or standard 4x12in Q-panels made from the same material as the end item through the actual production line. The samples or panels shall then be scribed IAW ASTM 1654, section 4.1.1 or 4.1.2 and be tested for a period of 336 hours IAW ASTM B117 neutral salt fog test, or 20 Cycles of SAE J2334 or GM 9540P for galvanized surfaces.

(v) On a yearly basis: the E-coat corrosion audit shall consist of taking three (3) production pieces or Q panels of the same material through the actual production line. The samples or panels shall then be scribed IAW ASTM D 1654, section 4.1.1 or 4.1.2 and be tested for a period of 1000 hours salt spray IAW ASTM B117, or a 40 Cycle test IAW SAE J2334 or GM 9540P for galvanized surfaces. All results shall be recorded and submitted to the government for approval.

(vi) After corrosion testing, all samples shall pass the requirements of:

(A) ASTM D3359: Standard Test Method for Measuring Adhesion by Tape Test. Adhesion rating shall be no greater than classification 3B, FIG. 1.

(B) ASTM D610: Standard Test Method for Evaluating Degree of Rusting on Painted Steel Surfaces. Rust Ratings shall be no lower than grade 9, Table 1.

(C) ASTM D714: Standard Test Method for Evaluating Degree of Blistering of Paints. Blistering of paint, shall be no greater than Few, Blister size 4 Fig. 2 and no more than 5 blisters per 24 in square.

(D) ASTM D 1654 Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments. Creepage from scribe shall be no greater than Rating 6 of Table 1. Evaluation of unscribed area shall not be greater than rating number 9 of Table 2.

(4) Powder coating (primer) selection, application and QC requirements:

(i) Selected powder coating (primer) shall be from Experimental Products Program list or updated list of approved powder coatings supplied by the Army Research Lab CARC commodity manager.

US Army Research Laboratory
Attn: John Escarsega
AMSRD-ARL-WM-MC
Deer Creek Loop, Bld. 4600
APG, MD 21005

Name of Offeror or Contractor:

(ii) All cleaning and conversion coatings prior to powder coating of surfaces and quality inspection shall be IAW MIL-DTL-53072, except cleaning and conversion coatings containing hexavalent chromium shall not be used.

(iii) Cleaning and pretreatment shall be IAW above paragraphs that address the substrate being used.

[End of Clause]

E-8 52.211-4029 INTERCHANGEABILITY OF COMPONENTS MAY/1994
(TACOM)

(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-9 52.242-4008 ROUTING OF SPECIAL PROCESS APPROVALS DEC/2005

(a) The Technical Data Package for this contract contains one or more of the following specifications:

MIL-DTL-16232 Phosphate Coating, Heavy, Manganese or Zinc Base

TT-C-490 Chemical Conversion Coatings and Pretreatment for Ferrous Surfaces (Base for Organic Coatings)

MIL-W-12332 Welding Resistance, Spot: Weldable Aluminum Alloys

MIL-W-45210 Welding Resistance, Spot: Weldable Aluminum Alloys

*Drawing 12479550 Ground Combat Vehicle Welding Code - Steel

*Drawing 12472301 Ground Combat Vehicle Welding Code - Aluminum

* If these drawings are not available with your procurement package, you are referred to the TACOM Procurement Network for access to the documents at the following website address: http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm

(b) The specifications listed in paragraph 1 may require you to get approval from the Government prior to production for one or more special processes involved in producing the item. The following shall apply, unless stated elsewhere in the contract:

(1) You shall prepare the written procedures as the specification requires.

(2) Procedures requiring Government approval shall be routed to the Administrative Contracting Officer (ACO) for review and approval. If the ACO is unable to perform a review, the ACO shall forward the procedure to the Procuring Contracting Officer (PCO) for assistance in the review and approval process. The correct address for the PCO is on the face page of this contract.

(3) You shall cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

(4) The DCMA will provide a copy of their approval/rejection notices to the PCO.

(5) DCMA is required to qualify the processes of the major coating subcontractors used by the prime contractors.

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[End of Clause]

E-10 52.246-4008 FINAL INSPECTION RECORD (FIR) APR/2000
 (TACOM)

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

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

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

[End of Clause]

E-11 (52.246-4009) INSPECTION AND ACCEPTANCE POINTS: DESTINATION FEB/1995
 (TACOM)

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

[End of Clause]

E-12 52.246-4019 VISUAL INSPECTION CRITERIA FOR WELDMENTS DEC/2005

(a) Application: Ground Combat Vehicle Welding Code - Steel, Drawing Number 12479550. For this procurement, this weld code supercedes the following welding codes: MIL-STD 248, MIL-STD-2219, and ANSI/AWS D1.1.

(b) Application: Ground Combat Vehicle Welding Code - Aluminum, Drawing Number 12472301. For this procurement, this weld code supercedes the following welding codes: MIL-STD-2219, DRAWING 12309000, and ANSI/AWS D1.2.

(c) To access the following weld codes, please see the TACOM Procurement Network at http://contracting.tacom.army.mil/engr/gcv_weldingcodes.htm

Ground Combat Vehicle Welding Code Steel, Drawing 12479550
 Ground Combat Vehicle Welding Code Aluminum, Drawing 12472301

[End of Clause]

E-13 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005
 (TACOM)

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: _____
 (Name) (CAGE)

(Address) (City) (State) (Zip)

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Name of Offeror or Contractor:

ACCEPTANCE POINT:

(Name)

(CAGE)

(Address)

(City)

(State)

(Zip)

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Quality Requirements. Inspection and acceptance shall conform to the requirements of this contract.

E.1.1 Inspection Records. Inspection records of the examinations and tests (either in-process or end item) performed by the contractor shall be kept complete and available to the Government for a period of four (4) years following completion of the contract.

E.1.2 Inspection Equipment. The Contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to ensure that end item components conform to contract requirements. All contractor furnished inspection equipment shall be available for Government use on or before the start of production. The Government will not furnish any inspection equipment under this contract. The Contractor shall make inspection equipment available to the Government representative during Government in-process or end item inspection. Upon completion of the inspection by the Government representative, all inspection equipment shall be returned to the Contractor.

E.2 First Article Approval Requirements.

E.2.1 First Article Approval shall consist of the successful completion of both the Contractor conducted First Article Inspection (FAI) (reference E.5) and the Government conducted Production Verification Test (PVT) (reference E.8).

E.2.2 Final Acceptance of the FAI Vehicles shall not occur until: (1) all First Article Approval requirements for each model 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.3 Initial Production Lot (first article trailers).

E.3.1 Configuration. The first article trailers shall be production representative trailers.

E.3.2 The initial production first article trailers shall consist of six (6) trailers.

(1) The first article trailers shall be: two (2) Army trailers, NSN 2330-01-573-1551, part number 0116-1994; one (1) Air Force trailer, NSN 2330-01-573-0985, part number 13231E0000; and three (3) base model trailers NSN 2330-01-207-3533, part number 8750137; selected from the first production lot by the Government.

(2) Upon successful completion of the FAI four (4) of the six (6) trailers shall be designated as PVT trailers.

(3) The remaining two (2) first article trailers shall be utilized in the following manner: (2) base model trailer shall be retained as Government Furnished Property at the Contractors facility as a manufacturing standard and shall be shipped as part of the last production shipment.

E.3.3 Prime Mover. The Contractor shall provide a vehicle capable of towing the M1061A1 at their site location for the purpose of performing all inspections and tests. The capability requirements of the Prime Mover are defined in MIL-DTL-62073H(AT) (Attachment 0001).

E.4 Final Inspection Records (FIR).

E.4.1 Final Inspection Records (FIR) Preparation.

E.4.1.1 The Contractor shall prepare for Government approval a Final Inspection Record (FIR) in accordance with CDRL A009. The approved FIR shall contain all examinations and tests that are performed on each trailer during its manufacture and final inspection. E.4.1.2 The FIR shall list each vehicle characteristic and function inspected to verify the item conforms to contract requirements and is defect free. As a minimum, the FIR shall have blocks for the inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for re-inspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The Contractor shall submit the completed Government approved copy of the FIR to the Government representative with each item inspected and offered for acceptance by the Government.

E.4.1.3 Final Inspection Records (FIR) Updates. The FIR shall be continually updated to reflect all engineering and manufacturing changes that impact the FIR. Deficiencies discovered and corrective actions applied during inspection by the Contractor shall be described in writing and included as part of the FIR. If the Contractor determines that the Government approved FIR is not appropriate for final inspection of the end item for any reason, the Contractor must obtain written approval from the Government prior to employing

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any other form for this purpose.

E.4.1.4 Inspection Failure.

E.4.1.4.1 Failure of the trailers as a result of any deficiency found during any required inspection will be cause for rejection of the trailers. The Government may refuse acceptance of all production trailers until action has been taken to eliminate the deficiency. The Government will consider any deficiencies found during the monthly fifty mile road test as described in E.12.2 as evidence that all trailers produced during the month are similarly deficient.

E.4.1.4.2 The inspection and test requirements shall consist of the following:

- a. First Article Inspection (FAI)(E.5)
- b. Production Verification Testing (PVT) (E.8)
- c. Conformance Inspection (CI) (E.12.1)
- d. Control Tests (CT) (E.12.2)

E.5 First Article Inspection (FAI). The First Article Inspection shall be conducted by the Contractor at the Contractors facility with a Government Representative within 180 days after receipt of order (CLIN 0001). The Contractor shall provide official notification of the proposed date for the FAI to the ACO no later than 14 days prior to the scheduled inspection. The First Article Inspection shall be conducted using the approved FIR in accordance with CDRL A009. The road test mileage is Fifty (50) miles with full payload.

E.6 Conditional Acceptance: The Government at its sole discretion may conditionally accept vehicles at any time; at no time is the Government required to conditionally accept vehicles. Incomplete vehicles due to factors attributable to the contractor or their suppliers are not eligible for conditional acceptance.

E.7 Shipment to Government Testing Facility.

E.7.1 The Contractor shall ensure that the PVT Trailers (E.8) are fully operational and reflect the latest trailer configuration prior to shipment. Under no circumstances shall any PVT Trailer be shipped from the Contractor's facility to the test site until:

- a. The First Article Inspection has been completed.
- b. All deficiencies disclosed by the First Article Inspection shall be corrected by the Contractor and incorporated on the first production lot of four (4) trailers before the shipment of the PVT Trailers for Government testing. All corrections must be approved by the Government as evidenced by the DD Form 250 signed by an authorized Government Representative.

E.7.2 Transportation charges from the Contractor's plant to and from the Yuma Proving Grounds (YPG) shall be the sole responsibility of the Contractor.

E.7.2.1 The ship to address is:

DODAAC: W81R8T
PR W04X U.S.A. Yuma Proving Ground
Bldg. 2710 Sanchez Street PBO
Yuma, AZ 85365-9113

E.8 Production Verification Testing (PVT)

E.8.1 The Production Verification Test (PVT) will consist of performance and limited endurance (up to 6,000 miles each) to be conducted by the Government. The Contractor shall deliver four (4) PVT Trailers to YPG for testing no later than 195 days after contract award. The expected duration of the PVT test is approximately 2 1/2 months.

E.8.2 Test Requirements.

E.8.2.1 Course Profiles. Government intends to conduct the majority of test miles on the courses identified for PVT. However, the Government reserves the right (at its discretion) to test on any of the different Government courses and in any combination as long as they are at a level equal to or less than that specified, as dictated by the availability of test facilities or other program considerations. Test courses selected are considered representative of actual terrain profiles and shall be successfully negotiated by the PVT trailers provided.

E.8.2.2 Anti-Lock Brakes (ABS). The ABS shall conform to the requirements of this contract and MIL-DTL-62073H(AT) (M1061A1 trailer).

E.8.3 Reserved.

E.8.4 Test Support.

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E.8.4.1 The Contractor shall be responsible for furnishing all maintenance and repair parts and technical support during PVT for the trailers at YPG. The Government will provide storage facilities for Contractor furnished repair parts at the test site.

E.8.4.2 System Support Package List (SSPL). The Contractor shall prepare and provide a System Support Package List (SSPL) by e-mail, in Contractor format, to the Government 60 days prior to delivery of PVT trailers to the Government test site in accordance with CDRL A010. The SSPL shall define the following support elements required to successfully complete testing:

- a. Parts/Items for Preventive Maintenance Checks and Services (PMCS) per TM9-2330-376-14&P and repairs.
- b. Peculiar/common tools and Test, Measurement, and Diagnostics Equipment (TMDE).
- c. Training and support of test site personnel.
- d. Basic Issue Items (BII).
- e. List and quantity of expendable supplies such as Petroleum, Oil and Lubricants (POL).
- f. Updated Technical Manual TM 9-2330-376 14&P, in draft format

E.8.4.3 System Support Package (SSP). The Contractor shall assemble, furnish and ship (to include packing, packaging and transportation) a System Support Package (SSP) to the designated test site with the first PVT trailers scheduled for test. The SSP shall consist of items listed on the SSPL. In addition, the Contractor shall supply any spare parts or consumable items that are required during Government testing that were not included in the System Support Package/SSPL. Parts not available at the test site must be provided to the test site within 24 hours of the Government notification.

E.8.4.4 Test Service Representative (TSR) - The Contractor shall provide a Test Service Representative at the test site who shall advise and make recommendations to orient and instruct key Government personnel with respect to operations, maintenance, repair and parts supply for the equipment furnished under this contract. Four trips of three days duration each are estimated to support the test. The TSR shall conduct a demonstration of the Operating Instructions from TM 9-2330-376 14&P for the YPG test team. The demonstration shall occur prior to the start of PVT and following the receipt of the PVT Trailers at YPG. The Contractor shall coordinate the demonstration schedule with the PM-LTV Test Manager. All other administrative issues may be resolved via e-mails or teleconferences. The Contractor shall perform all depot maintenance level of repair at the test site so as to not interfere with the test. The TSR shall be responsible for the shipment of failed parts from the test site to the Contractors facility for failure analyses in accordance with E.9.

E.8.4.5 The Contractor shall provide the Government data collector any errors and inconsistencies discovered in TM 9-2330-376 14&P during test, in accordance with CDRL A012.

E.8.4.6 Replacement Items - Replacement items required to continue testing, which were not identified or furnished with the SSP or were not furnished in sufficient quantities, shall be provided by the Contractor within 24 hours after notification by Government personnel of the shortage.

E.8.4.7 Tools and Test Equipment - The Contractor shall identify and adopt existing Government tools specified in TM 9-2330-376-14&P and test equipment to the maximum extent feasible.

E.8.5 Test Deficiencies and Failures:

E.8.5.1 A deficiency is defined as a condition that lacks an essential quality or element of Section C.

E.8.5.2 A failure is defined as the condition of not achieving the desired end or requirement, i.e. an event, or state, in which a system or a component does not perform as specified.

E.8.5.3 In the event of a component or Trailer test failure, the Government reserves the right to retest the component or Trailer upon correction of the failure by the Contractor to the complete extent and duration specified in the test program, or to such lesser extent as the Contracting Officer shall consider appropriate in his sole discretion. The Contractor shall be responsible for costs and for delays in the program test period resulting from component or trailer failures attributable to the contractor and for failing to adequately or timely furnish parts support. The Government reserves the right to require an equitable adjustment of the contract price for any additional costs related to these tests.

E.8.5.4 The Contractor shall correct on-site any failure of the system attributable to the contractor (see E.10.1), which occurs during testing. Delays caused by defective test items shall not be a basis for adjustment of the contract delivery schedule or the contract price.

E.8.5.5 Deficiencies found during or as a result of PVT, shall be prima-facie evidence that all components or trailers already produced prior to completion of PVT are similarly deficient. Such deficiencies on all components or Trailers shall be corrected by the Contractor at no additional cost to the Government.

E.8.6 Test Work Authorization Document (TWAD) All desired changes to test trailer hardware or software shall be initiated by a TWAD in accordance with CDRL A007.

E.8.6.1 The TWAD form shall be submitted in a Contractor format in accordance with CDRL A007.

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E.8.6.2 For desired changes that require a follow-on ECP, once the Government Test and Evaluation (T&E) Integrated Product Team (IPT) determines that a modification has been sufficiently validated during testing, an ECP shall be initiated by the Contractor and submitted in accordance with Section C.2. Concurrently, the Contractors ECP shall be referenced in a corresponding Failure Analysis Corrective Action Report (FACAR) as specified in E.9.

E.9 Failure Analysis Corrective Action Reports (FACARs)

E.9.1 The Contractor will be provided access to all Test Incident Reports (TIRs) released during Government-required tests. Automated TIR receipt via the VISION Digital Library System (VDLS) is contingent upon the security credentials of Contractor personnel; the contractor shall contact the VDLS POC for information on the security requirements necessary to view VDLS. The VDLS POC can be obtained from the VDLS website listed in E.9.2.3. FACAR submittals to VDLS are not contingent upon the security credentials of Contractor personnel. Should the Contractor personnels security credentials be insufficient to obtain VDLS access, the contractor shall notify the Government immediately and the Government will electronically provide released TIRs to the Contractors TSR. If VDLS access is obtained, then receipt of a TIR is defined as the TIR Release Date. If VDLS access is not obtained, then receipt of a TIR is defined as the date the Government electronically distributes a TIR to the Contractors TSR. Upon receipt of a TIR, the Contractor shall furnish a FACAR in accordance with DI-SESS-81315A (CDRL A008).

E.9.2 FACAR Submission.

E.9.2.1 FACAR submission shall be IAW CDRL A008.

E.9.2.2 The Contractor shall access VDLS (via <https://vdl.atc.army.mil>) to submit corresponding FACARs to Automated Test Incident Recording System (ATIRS) (via [*HYPERLINK "mailto:atirs@atc.army.mil"atirs@atc.army.mil](mailto:atirs@atc.army.mil)). Following the first FACAR CDRL A008 submission (to assure system compatibility processing of emailed data deliverables), the Contractor shall confirm that submitted Corrective Action data streams have been converted to permanent VDLS FACARs. The Contractor shall notify the Government Chairperson of submitted Corrective Action data streams that have not loaded in VDLS.

E.9.2.3 Supporting Documentation. The Contractor shall provide Supporting Documentation (internal assessment, supplier data, vendors analyses, test data, certifications, drawings, digital photographs) for each FACAR in accordance with CDRL A008. The Supporting Documentation shall be submitted in *.pdf format in conjunction with the FACAR. To track multiple source documents related to a single FACAR, the file name shall be composed of a sequential FACAR numbering system [Supplemental FACAR # - Version # *.pdf].

For example:

- L5 - XXXXXXX-A.pdf ----- 1st document
- L5 - XXXXXXX-B.pdf ----- 2nd document
- L5 - XXXXXXX-C.pdf ----- 3rd document

For FACAR revisions, data blocks shall list any additional Supporting Documentation with the new file name.

E.9.2.4 FACAR Structure. Each data block shall retain the following structure:

- 1st line - Current Date/Name of team member generating the response
- 2nd line - Supporting Document file name per E.9.2.4
- 3rd line - Relevant content/date of the latest Government CARB Notification (if provided)
- 4th line - Content as described in E.9.2.8
- Last line - Action Complete

E.9.2.5 Interim FACARs shall be provided by the Contractor within the following specified time frames

- a. Critical Defect 48 hours after the TIR Release Date.
- b. Major Defect -10 calendar days after the TIR Release Date.
- c. Minor Defect - 20 calendar days after the TIR Release Date.
- d. Information Not Applicable.

E.9.2.6 Final FACARs shall be provided by the Contractor within the following specified time frames:

- a. Critical Defect - 15 calendar days after the TIR Release Date.
- b. Major Defect - 30 calendar days after the TIR Release Date.
- c. Minor Defect - 45 calendar days after the TIR Release Date.
- d. Information Not Applicable.

E.9.2.7 The FACAR shall include the following content:

E.9.2.7.1 Data Block 120: Developers Analysis of the Problem.

- 1. Disposition of failed item.
- 2. Statement as to whether this is a pattern failure (if so, the reports of the other failure(s) shall be referenced).
- 3. Classification failure (independent or dependent).

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4. Failure symptoms.
5. Failure mode.
6. Failure analysis methods and results to include a full investigation and analysis of each failed test exhibit at a level necessary to identify the root cause, mechanisms, and effects of that failure on the system.
7. Status of the Contractors final investigation and any supplemental information related to the failure (i.e., any internal contractor assessments, records, reports, correspondence).

E.9.2.7.2 Data Block 121: Status/description of the corrective action.

1. Description of appropriate alternative corrective actions for the individual equipment failed.
2. Status of the technical maturity of the proposed corrective action.
3. Test Work Authorization Document (TWAD) number. If the TWAD is implemented into production, the TWAD shall have an associated ECP# unless otherwise authorized by the CARB.

E.9.2.7.3 Data Block 122: Test results on the corrective action.

1. Expected useful life, i.e. projections of corrective action effectiveness based on tests and analyses.
2. Recommended corrective action.

E.9.2.7.4 Data Block 123: Planned Production Implementation.

1. Planned coordination effort
2. Measures taken to prevent other failures.
3. Engineering Change Proposal number, if applicable.

E.9.3 FACARs requiring an ECP for production implementation will remain open until the marked up drawings as identified in a draft ECP are approved by the Government Configuration Control Board (CCB).

E.9.4 FACARs shall neither conflict with Contractor Pre-Brief submissions to the Scoring Conference (reference E.10.1) nor subsequent Engineering Change Proposals (ECPs).

E.9.5 If the Government Corrective Action Review Board (CARB) determines that a FACAR fails to address the criteria stated in E.9.2.8, the FACAR shall be rejected and a revised FACAR must be submitted.

E.9.5.1 The Government CARB chairperson may agree to extend or modify the time period for revised FACAR Submittals. No corrective action shall be implemented until the Contractor receives written notification from the Government CARB that the FACAR is closed. The Government CARB Chairperson may re-open FACARs due to changes in TIR classification, increased component failure rate, or incomplete and erroneous submittals.

E.9.6 FACAR Revisions.

E.9.6.1 FACAR Revisions shall include all previous FACAR submittals. At the Contractors request, the Government CARB Chairperson may elect to waive the requirement to re-submit a FACAR for revised TIR if the Government CARB Chairperson determines that no significant change was recorded in the TIR.

E.9.6.2 FACAR revisions are required if the Contractor rescinds a TWAD and ECP submittal. FACAR revisions are also required if there are Contractor derived changes following TWAD approval and prior to ECP implementations.

E.9.6.3 Communication challenges internal to the Contractors and subcontractors organizational infrastructure will not absolve the contractor of its responsibilities with respect to the stated FACAR requirements and its associated provisions.

E.9.7 The Contractor shall conspicuously mark, tag, and control each failed test component received from the tester as it corresponds to its respective TIR. All identification markings and taggings placed on a failed test component by the testers shall be maintained with the component. Each failed test component supporting the FACAR process shall not be handled in a manner that may obliterate facts which are viewed by the Government CARB as pertinent to the analysis. The Contractor shall be fully responsible for the storage of each failed test exhibit (regardless of where the storage facility is located) and the item(s) shall remain stored pending disposition of the failure analysis and Government CARB notification and approval.

E.9.8 TIR Revisions. TIR Revisions as annotated in Data Block 1 shall be handled in the same manner as stated in E.9.1 through E.9.5.

E.10 Test Meetings

E.10.1 Scoring Conferences

E.10.1.1 The Government will conduct Scoring Conferences to evaluate the PVT Trailers system-level maintainability and to ensure the accuracy and completeness of each Test Incident Report. System-level reliability and durability requirements will not be evaluated. The Government will provide notification of Scoring Conference processes and procedures at the start of work meeting.

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E.10.1.2 Incident classifications may be revised based on known test data or frequency of a particular failure mode in accordance with AR 73-1, DA PAM 73-1. Only incidents resulting from the contractors nonconformance to the TDP and requirements as specified in Section C of this contract will result in a TIR being charged to the Contractor.

E.10.1.3 The Government will provide official notification of the Scoring Conference schedule at the Start of Work Meeting. Schedule revisions are at the discretion of the Government and are subject to change. There are three (3) Scoring Conferences anticipated. The Contractor shall not attend or participate in the Scoring Conference in accordance with Department of the Army (DA) and Congressional directions. The Contractor may present a Pre-Brief to the Government Scoring Conference members consisting of relevant information, evidence, or opinions for consideration prior to the actual scoring of the TIRs. The submittal of a Contractor Scoring Conference Pre-Brief is an optional Pre-FACAR activity. If the Contractor elects to provide a Scoring Conference Pre-Brief, the document shall be submitted in a .pdf format to the PM-LTV Test Manager five (5) calendar days prior to the scheduled Scoring Conference. The Government will notify the Contractor of the Scoring Conference results through the PCO.

E.10.2 Corrective Action Review Board (CARB) Meetings. The general purpose of the CARB is to determine the adequacy and effectiveness of the Contractor's FACARs (CDRL A008). The Contractor shall participate by tele-conference in all CARB meetings and respond to concerns (i.e. Quality, Logistics, Maintenance, Engineering, Safety, Transportability, MANPRINT/Human Factors) raised by the applicable FACARs.

E.10.2.1 Schedules. The Government will provide notification of all CARB Meeting schedules, processes, and procedures at the start of work meeting. CARB Meeting schedule revisions are at the discretion of the Government and are subject to change.

E.10.2.2 CARB Decision. The official notification of Government CARBs decision will be provided to the Contractor via written correspondence ten (10) days after the general CARB meeting convenes.

E.11 Reserved.

E.12 Production Quality: The production quality inspection and test requirements are specified below:

E.12.1. Conformance Inspection (CI) The Contractor shall perform Conformance Inspections on each production trailer and shall consist of a five mile road test without payload. The CI shall be conducted and documented using the Government approved Final Inspection Record (FIR).

E.12.2 Control Test (CT) The Contractor shall perform a Control Test on one (1) trailer per month. Each CT trailer shall be examined for defects and shall consist of a fifty mile road test with a full payload. The CT shall be conducted and documented using the Government approved FIR.

E.13 Changes in Manufacturing. After First Article Approval specified in E.2.1, the Contractor shall not make changes in materials, manufacturing methods, subcontractors or processes, or facilities without approval of the Procuring Contracting Officer. In the event of such changes, the Government reserves the right to require additional FAI at no cost to the government in order to validate that the changes have not adversely affected trailer performance.

E.14 Product Quality Deficiency Reports

E.14.1 The Product Quality Deficiency Report (PQDR) is a Government generated report of a defect or nonconforming condition detected on new or newly reworked Government owned products, premature equipment failures, and products in use that do not fulfill their expected purpose, operation or service due to deficiencies in design, specification, materiel, manufacturing, and workmanship. During the life of the contract, the Contractor shall investigate, provide failure analysis, and propose corrective actions for all PQDRs (Standard Form 368) generated against supplies produced under this contract in accordance with Army Regulation 702-7 and CDRL A006.

E.14.1.1 PQDRs consist of two categories:

- (a) Category I PQDR: A report of a product quality deficiency which may cause death, injury, or severe occupational illness; would cause loss or major damage to a weapon system; critically restricts the combat readiness capabilities of the using organization; or which would result in a production line stoppage.
- (b) Category II PQDRs: A report of a product quality deficiency which does not meet the criteria set forth in Category I.

E.14.2 Upon receipt of PQDRs on fielded trailers, the Contractor shall take the following actions:

- a. Verify the reported deficiency and begin an investigation.
- b. Request any necessary failed components.
- c. Perform failure analysis and determine root cause.
- d. Implement any interim action.
- e. Determine extent of problem, severity, and long term impact.

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- f. Develop and implement permanent corrective action.
- g. Document corrective action.
- h. Assess the corrective action effectiveness.

E.14.3 If the PQDR investigation reveals latent defects or non-conformances to contract requirements, the Contractor shall repair or replace the deficient or non-conforming items pursuant to the contract clause FAR 52.246-2 entitled Inspection of Supplies -- Fixed-Price (Aug. 1996). At the Governments discretion, other corrective actions requiring configuration changes may be implemented via the ECP process and modified into the contract. Until the contract is modified, an ECP shall not be incorporated into production.

E.14.4 PQDR Corrective Actions.

E.14.4.1 Interim Category I PQDR corrective action recommendations shall be provided within 24 hours. A final PQDR corrective action response is not required if the final response is provided as an interim submittal. In the event a final response cannot be provided within the specified interim time frame, a final corrective action recommendation for Category I PQDRs shall be provided within 20 days.

E.14.4.2 Interim category II PQDR corrective action recommendations shall be provided within 72 hours. A final PQDR corrective action response is not required if the final response is provided as an interim submittal. In the event a final response cannot be provided within the specified interim time frame, a final corrective action recommendation for Category II PQDRs shall be provided within 30 days.

*** END OF NARRATIVE E0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|---|-------------|
| F-1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| F-2 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-3 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-4 | 52.247-29 | F.O.B. ORIGIN | FEB/2006 |
| F-5 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-6 | 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY | JUN/2003 |
| F-7 | 52.247-58 | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| F-8 | 52.247-59 | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| F-9 | 52.247-65 | F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS | JAN/1991 |
| F-10 | 252.211-7007 | REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY | NOV/2008 |
| F-11 | 52.247-60 | GUARANTEED SHIPPING CHARACTERISTICS | DEC/1989 |

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

(1) To be completed by the offeror:

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

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

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

(iv) Number of items per container _____ each;

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

(vi) Palletized/skidded ___Yes ___ No;

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

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

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

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

Size of railcar _____

Type of railcar _____

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

Size of trailer _____ Ft

Type of trailer _____

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

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

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____.

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

(End of Clause)

F-12 252.211-7003 ITEM IDENTIFICATION AND VALUATION AUG/2008

(a) Definitions. As used in this clause

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

- (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

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

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

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

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

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

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

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

(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

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

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

(1) Serialize within the enterprise identifier;

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

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

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

(ii) The issuing agency code

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

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

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

(1) Unique item identifier.

(2) Unique item identifier type.

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

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

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

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

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

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

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

(10) Governments unit acquisition cost.

(11) Unit of measure.

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

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

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

(3) Unique item identifier type.**

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- (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-13 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS SEP/2008
(TACOM)

(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.

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 420 days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, start deliveries 195 days after delivery order date.

(iii) You will deliver 30 units every thirty days.

(iv) You can deliver more units every thirty days at no additional cost to the government.

(d) Accelerated delivery schedule is not acceptable.

(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:

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(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

- (i) If FAT is required, deliveries will start ___ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start ___ days after delivery order date.

[End of clause]

F-14 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-15 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

Name of Offeror or Contractor: _____

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-16 52.247-4011 FOB POINT SEP/1978
(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: _____
(City) (State) (ZIP) (County)

(2) Subcontractor's Plant: _____
(City) (State) (ZIP) (County)

[End of Clause]

F-17 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
(TACOM) ADDRESSES

| Rail/ Motor <u>SPLC*</u> | MILSTRIP Address <u>Code</u> | Rail <u>Ship To:</u> | Motor <u>Ship To:</u> | Parcel Post <u>Mail To:</u> |
|--------------------------------|------------------------------------|---|---|--|
| 206721/ 209405 | W25G1U | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA | Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001 |

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

| | | | | |
|-------------------|--------|---|---|--|
| 875670/ 875675 | W62G2T | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd | Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130 |
|-------------------|--------|---|---|--|

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| | | Rec Whse 10 Tracy, Ca 95376-5000 | Rec Whse 10 Tracy, Ca 95376-5000 | |
| 471995/ 471996 | W31G1Z | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021 |
| 209741/ 209770 | W25G1R | Transportation Officer Letterkenny Army Depot, Culbertson, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150 |
| 661136/ 661157 | W45G19 | Transportation Officer Red River Army Depot, Defense, TX | Transportation Officer Red River Army Depot, Texarkana, TX | Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000 |
| 764538/ 764535 | W67G23 | Transportation Officer Tooele Army Depot, Warner, UT | Transportation Officer Tooele Army Depot, Tooele, UT | Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003 |

***SPLC indicates Standard Point Locator Code.**NOTE:** The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--|-------------|
| G-1 (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]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--|-------------|
| H-1 | 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING | SEP/2004 |

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

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

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

- Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
- Rock Island - 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 CCR registration form and includes portions of the registration form which are titled "Optional".

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

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

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

| | | |
|-----|--|----------|
| H-2 | 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS | AUG/2010 |
|-----|--|----------|

(a) We may require copies of the Wide Area Work Flow (WAWF) Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) below to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

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

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

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

In either method (email or fax), do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may

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be found, in three different formats, on the World Wide Web at
<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html>

[End of Clause]

H.1 Government furnished Property/Equipment/Information

H.1. Government Furnished Property/Equipment/Information: Pursuant to FAR 52.247-55-YY, "[Government Furnished Property]", the Government shall furnish the following Government property and/or information under this contract 60 days prior to scheduled production, FOB Contractor's location, for use in performance of this contract: TM 9-2330-376 14&P, Attachment 0007.

*** END OF NARRATIVE H0001 ***

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| I-1 | 52.202-1 | DEFINITIONS | JUL/2004 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP/2006 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | OCT/2010 |
| I-6 | 52.203-8 | CANCELLATION, 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 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-11 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | APR/2008 |
| 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 | JUL/2010 |
| I-14 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC/2010 |
| I-15 | 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | JAN/2012 |
| I-16 | 52.210-1 | MARKET RESEARCH | APR/2011 |
| I-17 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-18 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| I-19 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATIONS | OCT/2010 |
| I-20 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-21 | 52.215-9 | CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997) -- ALTERNATE I (OCT 2010) | OCT/2010 |
| 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 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUN/2003 |
| I-28 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | JAN/2011 |
| I-29 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| 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 | JUL/2010 |
| 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 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB/2009 |
| I-40 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | JAN/2009 |
| I-41 | 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | AUG/2003 |
| 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 |

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| I-56 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| 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 | 52.245-1 | GOVERNMENT PROPERTY | AUG/2010 |
| I-62 | 52.245-9 | USE AND CHARGES | AUG/2010 |
| I-63 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-64 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-65 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| I-66 | 52.248-1 | VALUE ENGINEERING | OCT/2010 |
| I-67 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY/2004 |
| I-68 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
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| I-122 | 52.209-3 | FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) -- ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989) | SEP/1989 |

(a) The Contractor shall test 6 unit(s) of Lot/Item 0001 as specified in this contract. At least 14 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to the ACO IAW CDRL A009 (email address will be provided at Start of Work Meeting) marked First Article Test Report: Contract No. _____, Lot/Item No. _____. Within 180 calendar days after the Government receives the test report, 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 repeat any or all first article tests. After each request for additional tests, 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 then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. 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 report 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, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, 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) 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, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) 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.

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

(End of Clause)

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I-123 52.209-4 FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) -- ALTERNATE SEP/1989
I (JAN 1997) AND ALTERNATE II (SEP 1989)

(a) The Contractor shall deliver 4 unit(s) of Lot/Item 0001 within 180 calendar days from the date of this contract to the Government at the contractors facility 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 180 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, 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-124 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than two, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of 120;

(2) Any order for a combination of items in excess of 120; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-125 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one half (6 1/2) years after contract award.

(End of Clause)

I-126 52.232-16 PROGRESS PAYMENTS AUG/2010

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

(a) Computation of amounts.

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

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

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

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

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

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

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

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

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

(ii) Costs incurred by subcontractors or suppliers.

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.

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(d) Title.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by

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agency regulations, in accordance with the form instructions and the contract terms; and

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

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

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

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

(i) Reservations of rights.

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

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

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

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

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

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

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

(1) The amounts included are limited to --

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

(ii) Any unpaid subcontractor requests for financing payments.

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

(3) If the financing payments are in the form 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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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

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

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

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

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

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

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

(End of Clause)

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(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 fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(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:

Not applicable

(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)

I-128 252.216-7006 ORDERING

MAY/2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Date of Contract Award through 5 years from the Date of Contract Award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-129 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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

(b) The Contractor shall --

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

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

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(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-130

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2009

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

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

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

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

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

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

(3) For long-term contracts

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

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

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

(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

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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-131 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 (If none, insert None) | Identification No. |
|------------------------------------|--------------------|
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

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

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

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

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

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

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I-132 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-133 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-134 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dema.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

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SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-135

252.223-7001

HAZARD WARNING LABELS

DEC/1991

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

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

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)

ACT

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

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

(End of clause)

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I-136 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-137 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/](http://www.acq.osd.mil/sadbu/mentor%20protege/)

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|---|-------------|------------------------|-----------------------|
| Exhibit A | CONTRACT DATA REQUIREMENT LIST (CDRLS A001 - A014) | 18-JUN-2012 | 014 | |
| Attachment 0001 | MIL-DTL-62073H | 21-AUG-1998 | 026 | |
| Attachment 0002 | TDP 8750137, REVISION M FOR M1061A1 TRAILER | 20-APR-2010 | 001 | |
| Attachment 0003 | DWG 12489337 DRAWING CAMOUFLAGE PAINT PATTERN | 31-OCT-2003 | 006 | |
| Attachment 0004 | TEST INCIDENT REPORT & FAILURE ANALYSIS/CORRECTIVE ACTION DATA REPORT (TIR/FACAR) | 01-MAY-2002 | 005 | |
| Attachment 0005 | PRICING SPREADSHEET | 18-JUL-2012 | 012 | |
| Attachment 0006 | ENGINEERING CHANGE PROPOSAL (ECP) INSTRUCTIONS | 16-FEB-2010 | 032 | |
| Attachment 0007 | TM 9-2330-376-14&P TECHNICAL MANUAL FOR M1061A1 TRAILER | 30-JUN-1998 | 334 | |
| Attachment 0008 | DWG 116-1994 REVISION C FOR M1061A1 TRAILER WITH ARMY INTEGRATION KIT | 20-JUN-2012 | 001 | |
| Attachment 0009 | DWG 13231E0000 REV B DRAWING FOR M1061A1 TRAILER WITH AIR FORCE INTEGRATION KIT | 12-JUL-2012 | 001 | |
| Attachment 0010 | UID DATA PLATE REQUIREMENT 12331752 | 20-JUN-2012 | 001 | |
| Attachment 0011 | TECHNICAL INFORMATION QUESTIONNAIRE (TIQ) | 27-JUN-2012 | 004 | |
| Attachment 0012 | ATTACHMENT 0002 | 29-JUN-2012 | 001 | ELECTRONIC IMAGE |
| Attachment 0013 | ATTACHMENT 0009 | 29-JUN-2012 | 001 | ELECTRONIC IMAGE |
| Attachment 0014 | ATTACHMENT 0009 | 29-JUN-2012 | 002 | ELECTRONIC IMAGE |

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

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| K-1 | 52.209-2 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS -- REPRESENTATION | JUL/2009 |
| K-2 | 252.203-7005 | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | NOV/2011 |
| K-3 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | JAN/2009 |
| K-4 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/2005 |
| K-5 | 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS | JAN/2011 |
| K-6 | 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT | JUN/1995 |
| K-7 | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS | JAN/2011 |

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 336212.

(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 certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place

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of performance is specified by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

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

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran -- Certification. This provision applies to all solicitations.

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

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

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

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

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

___ (A) Basic.

Name of Offeror or Contractor:

- ___ (B) Alternate I.
- ___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- ___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
- ___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ___ (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.
- ___ (vii) 52.227-6, Royalty Information.
- ___ (A) Basic.
- ___ (B) Alternate I.
- ___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
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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-8 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| ITEM | QUANTITY | PRICE QUOTATION | TOTAL |
|------|----------|--------------------|-------|
|------|----------|--------------------|-------|

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Name of Offeror or Contractor:

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Governments requirements indicate that different quantities should be acquired.

(End of Provision)

K-9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

JAN/2011

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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

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(End of provision)

K-10 52.225-18 PLACE OF MANUFACTURE SEP/2006

(a) Definitions. As used in this clause

'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

'Place of manufacture' means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

K-11 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
(DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
00004) 2012-00004)

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

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

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

(b) The Offeror represents that--

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and

Name of Offeror or Contractor:

administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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

(End of provision)

K-12 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

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

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

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

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

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

[End of Provision]

K-13 52.215-4010 AUTHORIZED NEGOTIATORS JUN/2008
(TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

| <u>NAME</u> | <u>TITLE</u> | <u>TELEPHONE NUMBER</u> |
|-------------|--------------|-------------------------|
| | | |
| | | |

[End of Provision]

K-14 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) OCT/2008
(TACOM)

(a) Definitions.

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

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

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

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

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

[End of Provision]

K-15 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED MAR/1990
 (TACOM) KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

| <u>Name</u> | <u>Address</u> | <u>Est. Value Of Subcontract</u> | <u>Est. Total of Levies Incl. In Price</u> |
|-------------|----------------|--------------------------------------|--|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|---|-------------|
| L-1 | 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR/1991 |
| L-2 | 52.214-35 | SUBMISSIONS OF OFFERS IN U.S. CURRENCY | APR/1991 |
| L-3 | 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE | JAN/2004 |
| 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 | 52.237-1 | SITE VISIT | APR/1984 |
| L-8 | 52.247-46 | SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS | APR/1984 |
| L-9 | 252.225-7003 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER | OCT/2010 |
| L-10 | 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)

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|------|----------|------------------|----------|
| L-11 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|------|----------|------------------|----------|

The Government contemplates award of a Five-Year Firm-Fixed-Price Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

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|------|----------|--------------------|----------|
| L-12 | 52.233-2 | SERVICE OF PROTEST | SEP/2006 |
|------|----------|--------------------|----------|

(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 SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 | AUG/1998 |
|------|----------|--|----------|

(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.

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(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 52.252-1 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-16 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-17 52.209-4008 CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL APR/1986
(TACOM)

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.

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[End of Provision]

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

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

(b) Definitions:

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

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

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

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

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

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

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

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

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

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

[End of Provision]

L-19 52.211-4049 PART NUMBERS NOT CURRENTLY APPROVED NOV/1982
(TACOM)

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

L-20 52.211-4051 NOTICE REGARDING SOURCE-CONTROLLED COMPONENTS FEB/1998
(TACOM)

Name of Offeror or Contractor:

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS in this solicitation. At least one component of the item to be purchased under this acquisition is restricted to specified manufacturer's part numbers as set forth in the Technical Data Package. It is the responsibility of each offeror to ensure the availability of sufficient quantities of such source-controlled components before making an offer in response to this solicitation. Except as described in paragraph (b) below, offers that propose to substitute alternatives to the source-controlled components, even if the substitute items are represented as equivalent in all respects to the source-controlled components, will not be considered for contract award.

(b) Required Approval for Alternatives to the Source-Controlled Component:

(1) By meeting the following conditions, a firm may submit an offer conditioned on acceptance by the Government of alternatives to the source-controlled component(s) listed in the Technical Data Package:

- Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its proposed equivalent component.
- The firm must indicate in its offer the date of the written TACOM approval, and the name and title of the approving official.
- The firm must certify in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already-approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
- The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Procuring Contracting Officer has the right to waive the above conditions in making an award when it is clearly established, in his sole discretion, that written approval of a nonlisted part from TACOM engineering can be obtained without delay in the anticipated date of award.

When either of the foregoing conditions are met, the Government reserves the right to make an award where use of the equivalent item is authorized in lieu of the source-controlled item. Where the foregoing conditions are not met, offeror will not be eligible for award unless he agrees to furnish the source-controlled item(s) from the indicated source(s).

(c) Any firm that manufactures or regularly sells an item which it views as equivalent in all respects to one of our required components, but that has not initiated approved qualification testing in order to demonstrate that its part is totally equivalent to the required component, should see the notice entitled PART NUMBERS NOT CURRENTLY APPROVED, located elsewhere in this Section L.

| | | | |
|------|-------------|--|----------|
| L-21 | 52.211-4052 | SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA | NOV/1982 |
| | (TACOM) | REQUIREMENTS | |

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

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|------|-------------|--|----------|
| L-22 | 52.215-4404 | DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY | MAY/2002 |
|------|-------------|--|----------|

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

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system

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administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-23 DA, 52.215- ABILITY ONE SUBCONTRACTING CREDIT APR/2010
5111

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

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html

[End of provision]

L-24 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006

(a) Policy:

A protest to a U.S. Army Materiel Command forum is a protest to the agency, within the meaning of FAR 33.103. The HQAMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. 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.

Name of Offeror or Contractor:

(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.

(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]

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Name of Offeror or Contractor:

(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-26 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM MAY/2005
(TACOM)

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

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

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(ii) Provides process control, and

(iii) Ensures adequate quality controls throughout all areas of contract performance.

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

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

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

[End of Provision]

L.1 PROPOSAL FORMAT AND QUANTITY INSTRUCTIONS

L.1.1 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. The solicitation section Evaluation Factors for Award sets forth evaluation criteria and their relative order of importance to the Government. All proposals shall be in English (American Standard) and shall be in US Dollars. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government. Offers shall be submitted via Army Single Face to Industry (ASFI) website at [*HYPERLINK "https://acquisition.army.mil/asfi/"https://acquisition.army.mil/asfi/](https://acquisition.army.mil/asfi/)

- Volume Title
- Number
- Cover Letter
- Volume I Contract
- Volume II Phase I: Technical Factor
- Volume III Phase II: Price Factor

L.1.1.1 Paper Copies. Paper copies of offers will not be accepted.

L.1.1.2 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.2 NOTICE REGARDING ELECTRONIC PROPOSAL SUBMISSION.

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

L.2.2. Offerors are cautioned that an offer is not considered received until the final submission via the Army Single Face to Industry (ASFI) Bid Response System (BRS) and the time stamped bid summary is generated, which is not instantaneous. As such, offerors should begin your file upload well in advance of the solicitation closing date to ensure that the entire proposal is received in time to be considered for award. If the ASFI-BRS confirmation time stamp is not prior to the solicitation closing date and time indicated in the solicitation (RFP), the proposal shall be rejected as late unless one of the exceptions outlined in FAR 52.215-1 applies.

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

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

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

- a. Files in either MS Windows Vista/Microsoft Office 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is Unacceptable.
- b. Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

Name of Offeror or Contractor:

c. Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

L.2.6 Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers:

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

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

L.3 PROPOSAL INSTRUCTIONS, FORMAT, AND CONTENT

L.3.1 Extreme care and attention should be given to ensure that all required items are included in the proposal.

L.3.1.1 The Contractor shall provide an electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message.

L.3.2 VOLUME I CONTRACT

In this Volume Offerors will provide:

L.3.2.1 Include a scanned image of a signed copy of the SF 33 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Fill-in blocks on the SF 33 include blocks 12, 13, 15A, 15B, 16, 17, and 18.

L.3.2.2 One copy of this solicitation (Sections A-K) with all clause and other fill-ins completed. ORCA certifications need not be separately submitted.

L.3.2.3 An affirmative statement that the Offeror proposes to meet all the requirements of Section C.

L.3.2.4 A statement of agreement to all the terms, conditions, and provisions of this solicitation.

L.3.2.5 Organizational Conflict of Interest.

L.3.2.5.1 The Offeror shall provide an affirmative statement that the Offeror does not have an Organizational Conflict of Interest as it applies to this solicitation.

L.3.2.5.2 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award under this solicitation. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.3.2.5.3 Offerors should disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

L.3.3. VOLUME II Phase I - Technical Factor Acceptable/Not Acceptable

L.3.3.1 Offerors shall clearly establish conformance with the RFPs technical requirements by submitting a completed Technical Information Questionnaire (TIQ) (Attachment 0011).

L.3.3.1.1 The Offeror must provide information (as identified in section B of the TIQ) that substantiates response to each question in sections C through E of the TIQ. Unsubstantiated claims may make the Offeror ineligible for award.

L.3.4 Phase 2, VOLUME III: PRICE

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L.3.4.1 In this Volume Offerors shall provide the following:

- a. The Offeror shall complete and submit spreadsheets at Attachment 0005 showing the proposed prices and total amounts for the CLINs listed in section B. Section B identifies the required estimated quantities for a) Standard Camouflage, b) Green and c) Tan paint that the Offeror must provide prices for in the Attachment 5. Offerors shall not provide any pricing information in Section B.
- b. As described in L.3.4.2 and L.3.4.3 below, the Offeror is required to submit pricing information to support the proposed prices. All prices as well as any pricing information provided shall be in U.S. Dollars. Offers received in other than U.S. Dollars may be rejected.
- c. CLIN 0001. The Offeror shall provide a unit price for six (6) each First Article Inspection Trailers. This unit price shall also include shipment of four (4) of the six (6) First Article Trailers FOB Destination from the Contractors facility to the U.S. Army Yuma Proving Ground test site and return to Contractors facility.
- d. CLIN 0003. The Offeror shall provide a total amount for the Test Support identified in paragraph E.8, Product Verification Testing.

L.3.4.2 Offerors shall provide pricing information to support the proposed prices for all CLINs including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor and are published or otherwise available for customer inspection. The above information is intended to establish the reasonableness of the Offeror's proposed prices.

L.3.4.3 The Offeror shall provide the information in the attached Pricing Spreadsheet (Attachment 0005) on a per unit basis for all CLINs, as specified in the Attachment.

L.3.4.4 Offerors shall describe the basis for any out-year escalation used in the calculation of the out-year prices for CLINs 2001 through 5003.

*** END OF NARRATIVE L0001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|--------------------------------|--|-------------|
| M-1 | 52.247-47 | EVALUATION--F.O.B. ORIGIN | JUN/2003 |
| M-2 | 52.209-4006, ALT IV (TACOM) | EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT) | DEC/1999 |

(a) If the offeror submits a request for waiver of First Article Approval but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process

(b) DELIVERY:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL. In the event of a waiver, the Government will compute a delivery schedule for the first delivery order issued hereunder by excluding all lead times that would be included if first article approval were required. However, in no event shall such accelerated delivery schedule for the first delivery order be considered as an evaluation factor for award, even if such schedule would be more advantageous to the Government. (Note that delivery orders subsequent to the first order shall have delivery schedules as specified in individual orders, or as specified in Section B or F herein, regardless of whether First Article Approval applied initially. Note further that, absent a waiver, the Government expects to require First Article Approval only once during the course of this contract--in conjunction with the first delivery order to be issued hereunder. However, the Government reserves the right to require additional first article testing if the Contractor (i) changes or moves the production facility at which the contract item is manufactured, or (ii) submits a significant configuration change in the form of an Engineering Change Proposal (ECP/VECP) or a Request for Deviation or Request for Waiver (RFD/RFW), during or after performance on the first delivery order.)

(2) If an offeror requests waiver of First Article Approval but takes exception to the resulting delivery schedule for the first delivery order as described above, the requested waiver will not be granted. In consequence, any award to that offeror shall include all First Article Approval requirements, and the delivery schedule for the first delivery order shall include the appropriate first article lead times.

(c) PRICE EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and subtract the price of the proposed First Article Test (at Section B, Item CLIN 0001) from the proposal of offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Approval requirements, the price for such testing, as identified by the offeror in Section B, Item CLIN 0001, shall be deducted from the total price otherwise cited for the material herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(2) If the offeror requests a waiver of First Article Approval requirements, but fails to separately identify the cost of First Article Testing in Section B, Item CLIN 0001 of this solicitation, the Government reserves the right to evaluate the offer based upon the price for CLINs 1001, 1002, 1003, 2001, 2002, 2003, 3001, 3002, 3003, 4001, 4002, 4003, 5001, 5002 and 5003, and to require that offeror perform on the contract at such price whether or not the First Article requirement is waived, at no additional cost to the Government.

(3) If the offeror requests but is not granted a waiver of First Article Approval, evaluation for award will be based upon the full amount entered for CLINs 1001, 1002, 1003, 2001, 2002, 2003, 3001, 3002, 3003, 4001, 4002, 4003, 5001, 5002 and 5003; the amount entered for item CLIN 0001 will not be deducted by the Government.

[End of Provision]

| | | | |
|-----|------------------------|--|----------|
| M-3 | 52.247-4006 (TACOM) | METHOD OF EVALUATION FOR F.O.B. ORIGIN TRANSPORTATION OFFERS | DEC/2005 |
|-----|------------------------|--|----------|

(a) For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the Government selected method of shipment, and
- based upon the following freight classification:

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UFC: 6000L UFC ITEM NO.: 72840
 NMFC: 100 NMFC ITEM NO: 189140

[End of Provision]

M-4 52.247-4457 EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS MAR/2006
 (TACOM)

We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of 1000 excluding any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (c) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excluding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

100% TO Tobyhanna, PA

[End of Provision]

M-5 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
 (TACOM)

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

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

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

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

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

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

[End of Provision]

M-6 52.216-4006 METHOD OF PRICE EVALUATION NOV/2007
 (TACOM)

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

Name of Offeror or Contractor:

[End of Provision]

SECTION M

M.1 BASIS FOR AWARD

M.1.1 GENERAL:

The Government plans to award one IDIQ contract for the M1061A1 Trailer as a result of this solicitation

M.1.2 Selection of the successful Offeror shall be made following an assessment of each proposal against the requirements described herein and the criteria set forth below. Award will be made to the Offeror whose proposal, in the Source Selection Authority's opinion, represents the lowest price technically acceptable value to the Government.

M.1.2.1 Evaluation. Proposals will be evaluated using a Two-phase Evaluation Process. This will be a Low Price Technically Acceptable (LPTA) source selection process in accordance with (IAW) FAR 15.101-2.

M.1.3 AWARD WITHOUT DISCUSSIONS. This RFP includes FAR Provision 52.215-1 Instructions to Offerors Competitive Acquisition in Section L which advises Offerors that the Government intends to make award without conducting discussions. Where awards will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offerors initial proposal should contain the Offerors best terms from a Price and non-Price Factor standpoint. However, under FAR 52.215-1(f)(4), the Government reserves the right to hold discussions, if necessary.

M.2 REJECTION OF OFFERS

M.2.1 Offerors shall carefully read, understand, and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer in writing before the closing date of this solicitation. The circumstances that may lead to the rejection of a proposal are:

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

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

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

M.2.1.1.3 A proposal provides some data but omits significant material data and information required by Section L.

M.2.1.1.4 A proposal merely repeats the contract Scope of Work without elaboration.

M.2.1.2 The proposal reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's requirements because it is unrealistic in terms of technical or schedule commitments.

M.2.1.3 The proposal contains any unexplained significant inconsistency between the proposed effort and cost or price, which implies the Offeror, has (1) an inherent misunderstanding of Scope of Work, or (2) an inability to perform the resultant contract.

M.2.1.4 The proposal is unbalanced as to cost or price. An unbalanced offer is one which is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price for each year.

M.2.1.5 The proposal price is unreasonable or unaffordable.

M.2.1.6 The proposal offers a product or service that does not meet all stated material requirements of the solicitation.

M.3. EVALUATION PROCESS

M.3.1 SOURCE SELECTION AUTHORITY

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

M.3.2 SOURCE SELECTION EVALUATION BOARD (SSEB)

A Source Selection Evaluation Board (SSEB) has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in

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Name of Offeror or Contractor:

accordance with the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

M.3.3 RESPONSIBILITY

M.3.3.1. Determination of Responsibility and Eligibility for Award. Per FAR 9.103, contracts will be placed only with Contractors that the Contracting Officer determines to be responsible, that is, those who can satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the Offerors financial ability 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 proposal and ensure that a selected Contractor is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- a. Arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- b. Ask you to provide technical, production, quality and/or financial information. If you do not 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. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review.

M.4 EVALUATION FACTORS FOR AWARD

M.4.1 Selection of the successful Offeror shall be made following an assessment of each proposal, based on the response to the information called for in Section L and against the solicitation 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. The Government reserves the right to reject offers, in accordance with solicitation provision M.2 "Rejection of Offers" above. Proposals will be evaluated as described herein.

M.4.2 Evaluation:

M.4.2.1 Proposals will be evaluated using a Two-phase Evaluation Process. This will be a Low Price Technically Acceptable (LPTA) source selection process in accordance with (IAW) FAR 15.101-2, as follows.

- (1) Phase I of this LPTA evaluation is an assessment of Technical Factor proposals on an Acceptable/Unacceptable basis. In order to be considered for award, Offeror's proposals must be rated Acceptable under the Technical Factor Any Offeror's proposal assessed as Unacceptable under the Technical Factor will be ineligible for award. Offerors whose Technical proposals are rated Unacceptable may be notified at any time that the proposal will no longer be considered for award.
- (2) Under Phase II of the LPTA evaluation, proposals will be evaluated for the total lowest evaluated price which will include an assessment of price reasonableness. Award will be made to the proposal with the lowest total evaluated price which was also rated Acceptable under the Phase I Technical Factor.

M.4.3 Phase I - Technical Factor

M.4.3.1. Technical Volume Evaluation: Phase I Acceptable/Unacceptable (L.3.3.)

Phase I will be an Acceptable/Unacceptable evaluation to determine whether the Offeror meets the technical requirements based on the response to the TIQ (Attachment 0011). The information submitted in accordance with section B of the TIQ will be used to verify conformance to the technical requirements in sections C through E of the TIQ. No evaluation credit will be given for exceeding performance requirements. An Offeror deemed Unacceptable under Phase I shall not be considered for award. The determination of an Acceptable proposal will be based on an evaluation of the technical proposal against the following definition:

M.4.3.1.1. An Acceptable Technical Proposal is a proposal that clearly meets the minimum requirements of the solicitation as evidenced by the answers to the TIQ sections C through E (Attachment 0011) and information submitted in support thereof (IAW section B of the TIQ).

M.4.3.1.2. An Unacceptable technical proposal is a proposal that does not clearly meet the minimum requirements of the solicitation as evidenced by the answers to the TIQ sections C through E and information submitted in support thereof (IAW section B of the TIQ).

M.4.4 Phase II- Price Factor

M.4.4.1 The Price Factor evaluation will consider the total evaluated price to the Government.

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M.4.4.2 The assessment of the total evaluated price will include consideration of the price reasonableness of the proposed process. Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not reasonable.

M.4.4.3 The total evaluated price amount will be used in the evaluation. The total evaluated price amount shall include all CLINs. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities on Attachment 0005, and shall be calculated per Attachment 0005.

M.4.4.4. The transportation costs will be added to the total evaluated price as provided in TACOM Clause, 52.247-4006 Method of Evaluation for F.O.B. Origin Transportation Offers. For evaluation purposes the transportation costs evaluation will include the Governments estimate of the associated transportation cost of shipping 1,000 each Base M1061A1 Trailer, Flatbed, 5 Ton, 4 wheel Tandem.

The destination for the quantity of 1,000 each trailers is:

TOBYHANNA ARMY DEPOT
XR WOML USA DEP TOBYHANNA
SQUIRE STREET
ASARS 1C BAY 5
TOBYHANNA, PA 18466-5050

*** END OF NARRATIVE M0001 ***