

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 111	Pages
2. Contract Number		3. Solicitation Number W56HZV-20-R-0089		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued		6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By ACC-DTA CCTA-HCJ-C 6501 E. 11 MILE RD. DETROIT ARSENAL, MI 48397-5000			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 11:00am (hour) local time 2020NOV12 (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 HELENE BELL	B. Telephone (No Collect Calls)		C. E-mail Address HELENE.M.BELL.CIV@MAIL.MIL
		Area Code (586)	Number 282-3510	Ext.

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

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

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)
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)
		28. Award Date

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

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: HELENE BELL
Buyer Office Symbol/Telephone Number: CCTA-HCJ-C/(586)282-3510
Type of Contract 1: Firm Fixed Price
Kind of Contract: System Acquisition Contracts

*** End of Narrative A0000 ***

EXECUTIVE SUMMARY

Army Contracting Command - Detroit Arsenal (ACC - DTA) is soliciting proposals from small businesses in support of the Light Tactical Trailer Heavy Chassis (LTT HC) Program. The information below describes the planned acquisition approach for the LTT HC Trailer. The solicitation and associated information are posted on the LTT HC Trailer website at: www.beta.sam.gov. 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 LTT HC 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 ACC DTA Electronic Help Desk at usarmy.detroit.acc.mbx.dta-it-help-desk@mail.mil

QUESTIONS AND ANSWERS:

A question and answer period is available until 11:00 AM EASTERN STANDARD TIME on November 06, 2020. NO PHONE CALLS WILL BE ACCEPTED FOR ANY REASON. ALL QUESTIONS SHALL BE IN WRITING. Questions and answers will be posted publicly on Beta SAM at the following website: <https://www.betasam.gov>. Questions that are received by this office after the deadline will be considered late and may not be answered. Questions regarding this solicitation should be directed to: Helene Bell, in writing via e-mail, at helene.m.bell.civ@mail.mil.

A.1 INTRODUCTION:

This acquisition is being considered under the authority of the Federal Acquisition Regulation (FAR) Part 15, which uses a simplified contract format. A description of the required supplies and services are contained in this solicitation.

A.2 ACQUISITION APPROACH:

This solicitation is a total small business set-aside. The Government intends to award one firm-fixed price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation. Offerors are cautioned to consult the Procuring Contracting Officer (PCO) IN WRITING before submitting an offer that proposes deviations or exceptions to the requirements, terms, and conditions of the solicitation because it may be cause for rejection of the proposal.

A.2.1 Offerors are strongly encouraged to ensure that the offeror is a small business based on the clauses contained within this document and relevant FAR references. Ensure that your firm fits the definition including, but not limited to any affiliations (domestic or foreign). The Small Business Administration (SBA) determines whether an entity qualifies as a small business concern by counting its receipts, employees, and other measures. Including those of all its domestic and foreign affiliates, regardless of whether the affiliates are organized for profit. 13 C.F.R. 121.103(a)(6). SBA has a specific set of rules that explain when another person, business or entity is considered an affiliate for size purposes. SBAs rules on affiliation for its programs (except SBIR and STTR) are found at 13 C.F.R. 121.103.

A.2.3 The Government has selected NAICS Code 336212 with a corresponding size standard of 1,000 employees.

A.3 CONTRACT OVERVIEW:

A.3.1 The Government intends to award one five-year, FFP, IDIQ (FAR Subpart 16.504) contract under this solicitation. The guaranteed minimum quantity is two trailers and the total contract maximum quantity is 2,905. The five year minimum guaranteed quantity will be ordered at the time of award (2 Trailers).

A.3.2 Offerors are advised not to provide pricing information in Section B of the solicitation. Only pricing provided in Attachment 0006, Price Evaluation Worksheet, will be evaluated. Offerors shall complete and submit prices in the Price Evaluation Worksheet (Attachment 0006). Offerors must provide prices for all items identified in Attachment 0006. Section B identifies the required

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Name of Offeror or Contractor:

estimated quantities for Standard Camouflage, Green, and Tan paint that the offeror must provide prices for in the Attachment 0006.

A.3.3 Contract Line Item Number (CLIN) 0016 (LTT HC First Article Test (FAT) Trailers), 0017 LTT HC FAT Refurbishment, 0018 LTT HC Product Support Package, and 9001Contract Data Requirement List (CDRL) are the only CLINs subject to Clauses 52.247-34, and 52.247-48, Freight on Board (FOB) Destination.

A.4 BASIS OF AWARD:
Award will be made on a Trade-Off (FAR 15.101-1) basis. Offerors must carefully review Sections L and M of the solicitation and understand the evaluation criteria that will be used in the Government's selection for award.

A.5 Contact Information
Contract Specialist: Helene Bell
PCO: Reymundo Moncayo
Please send all email inquiries helene.m.bell.civ@mail.mil

INCONSISTENCIES: This Executive Summary has been prepared as an aid for potential offeror(s). We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, the solicitation takes precedence.

A.6 Electronic Contracting

(a) All Army Contracting Command Warren solicitations will be publicized on the System for Award Management website (<https://www.beta.sam.gov>). Any additional attachments, including Technical Data Packages (TDPs) when available electronically, will be separate attachments or links embedded in the solicitation.

(b) As of 10 August 2015, unless directed to do otherwise in Section L of this solicitation, vendors are required to submit a quote or proposal beta.SAM.gov, however until beta.SAM.gov can accept proposals offerors should follow the instructions in paragraph (c) below.

(c) With the recent transition from www.FBO.gov to www.beta.sam.gov the site have been experiencing a number of issues. Interested Offerors shall submit a proposal via email to the Contract Specialist (helene.m.bell.civ@mail.mil) and cc the corresponding Contracting Officer (reymundo.moncayo.civ@mail.mil) with the subject header: Proposal Submission - W56HZV-20-R-0089 (company name). Once a proposal is received, the Contract Specialist/Contracting Officer will reply with the respective Offeror stating receipt of proposal submission.

(1) Maximum size of each e-mail shall be 10 megabytes. You may use multiple e-mail messages for each bid/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: Message 1 of 3, 2 of 3, 3 of 3. Bids can be submitted can be submitted using any of the following electronic formats:

(2) Microsoft Office Products; Word, Excel, or PowerPoint. Spreadsheets must be sent in a format that includes all formulate macro and format information. Print image is not acceptable.

(3) Files in Adobe PDF (Portable Document Format). Scanners should be set to 300 dots per inch.

(4) 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 bid/offer and be accessible offline.

(5) Other electronic formats are not acceptable.

Ensure that filenames of attachments DO NOT contain spaces to limit virus scanners rejecting the email as unscannable.

(d) Please pay close attention to the Issued By block location on the cover page of the solicitation for closing date and time. The closing date and time is based on the local time of the listed location of the Issued By office. 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.

(e) It is the responsibility of the Offeror to ensure the proposal/quote is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if the proposal/quote was not received at the initial point of entry to the Government infrastructure (in this case, received through SAM) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal/quote is defined to mean ALL volumes or parts required in the solicitation are included in the electronic submission.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued W56HZV-20-R-0089 PIIN/SIIN MOD/AMD</p>	<p align="center">Page 4 of 111</p>
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Name of Offeror or Contractor:

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

(f) Solicitations may remain posted on beta.SAM.gov after the solicitation closing date. If the response deadline has passed for the solicitation, vendors will no longer be able to submit electronic responses.

(g) Any award issued as a result of this solicitation will be distributed electronically. In the event of a FOIA request for a copy of any award issued as a result of this solicitation, or any subsequent modifications to the contract, the contract and modifications will be released, including the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of the Governments 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 an Offeror objects to such release in the base contract or contract modifications, the Offeror must notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for the objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(h) Questions pertaining to this solicitation should be directed to the Contract Specialist identified on the cover page of this solicitation. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center (PTAC) website at <http://www.aptac-us.org/> to locate a regional center.

A.7 ACKNOWLEDGEMENT OF AMENDMENTS

Acknowledge all the amendments received from the Government by identifying the amendment number and its issue date below:

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Amendment Number: Date:	
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A.8 ARMY CONTRACTING COMMAND WARREN (DTA) OMBUDSPERSON

Information regarding the Ombudsperson for this contract is located at the following website:
<http://acc.army.mil/contractingcenters/acc-wrn/CompMgmtOffice.html>

A.9 ALL OR NONE

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 WILL BE DEEMED NONRESPONSIVE.

A.10 NOTICE OF ELEVATED THREAT LEVEL FORCE PROTECTION CONDITION (FPCON)

Contractor is hereby notified that there is a potential impact on contractor performance on during increased FPCON during periods of

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Name of Offeror or Contractor:

increased threat. During FPCONs Charlie and Delta, services may be discontinued / postponed due to higher threat. Services will resume when FPCON level is reduced to level Bravo or lower.

A.11 DISTRIBUTION AND DESTRUCTION OF EXPORT CONTROL TECHNICAL DATA PACKAGE

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

(b) To be eligible to gain access to this export controlled TDP (via BetaSAM.gov) an offeror must have a current DD 2345, Militarily Critical Technical Data Agreement certification on file with the Defense Logistics Information Service (DLIS). To obtain certification, contractors must submit a DD Form 2345 to the United States (U.S.)/Canada Joint Certification Office (JCO), along with a copy of supporting documentation. DD Form 2345 and instructions can be found on the Joint Certification Program website at: <http://www.dla.mil/HQ/InformationOperations/Offers/Products/LogisticsApplications/JCP.aspx> Processing time is estimated at six (6) to ten (10) weeks after receipt. BetaSAM will allow access to export controlled TDPs once certification is confirmed. Upon receipt of certification, an offeror may request the TDP in accordance with the instructions stated in the solicitation's Section C.

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

(d) 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.

End of Notice

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0011	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div><div>FIRST ORDERING YEAR LTT HC</div><div>NSN: 2330-01-387-5424 COMMODITY NAME: LTT HC CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 12450001</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table></div><div>The contractor shall reference C.1 for instructions.</div><div>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</div><div>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</div><div>Ordering will be in accordance with Section H.1.</div><div>(End of narrative B001)</div><div><div>Packaging and Marking</div><div>PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</div></div><div><div>Inspection and Acceptance</div><div>INSPECTION: Origin ACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div>FOB POINT: Origin</div><div>SHIP TO:</div></div></div>	FROM	TO	UNIT PRICE	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$_____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0012	<p><u>SECOND ORDERING YEAR LTT HC</u></p> <p>NSN: 2330-01-387-5424 COMMODITY NAME: LTT HC CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 12450001</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table> <p>The contractor shall reference C.1 for instructions.</p> <p>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</p> <p>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</p> <p>Ordering will be in accordance with Section H.1.</p> <p>(End of narrative B001)</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><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$ _____
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Name of Offeror or Contractor:

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0013	<div>THIRD ORDERING YEAR LTT HC</div> <div>NSN: 2330-01-387-5424 COMMODITY NAME: LTT HC CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 12450001</div> <div>Range Quantities</div> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table> <div>The contractor shall reference C.1 for instructions.</div> <div>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</div> <div>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</div> <div>Ordering will be in accordance with Section H.1.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>PACKAGING/PACKING/SPECIFICATIONS: IN ACCORDANCE WITH SECTION D LEVEL PRESERVATION: Military LEVEL PACKING: B</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>FOB POINT: Origin</div> <div>SHIP TO:</div>	FROM	TO	UNIT PRICE	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$ _____
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0014	<p><u>FOURTH ORDERING YEAR LTT HC</u></p> <p>NSN: 2330-01-387-5424 COMMODITY NAME: LTT HC CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 12450001</p> <p> <u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table> <p>The contractor shall reference C.1 for instructions.</p> <p>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</p> <p>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</p> <p>Ordering will be in accordance with Section H.1.</p> <p> (End of narrative B001)</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><u>Deliveries or Performance</u></p> <p>FOB POINT: Origin</p> <p>SHIP TO:</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0015	<p><u>FIFTH ORDERING YEAR LTT HC</u></p> <p>NSN: 2330-01-387-5424 COMMODITY NAME: LTT HC CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 12450001</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table> <p>The contractor shall reference C.1 for instructions.</p> <p>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</p> <p>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</p> <p>Ordering will be in accordance with Section H.1.</p> <p>(End of narrative B001)</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><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	<p><u>LTT HC FIRST ARTICLE TEST QUANTITY</u></p> <p>NSN: 2300-13-875-424 COMMODITY NAME: LTT HC CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 12450001</p> <p>Two LTT HC (NSN 2330-01-387-5424) First Article Test.</p> <p>The contractor shall reference Section E.2 First Article Approval Requirements.</p> <p>E.3.2 The intial production first article trailers shall consist of two trailers.</p> <p>The contractor shall reference Section E.5, First Production Vehicle Inspection, and Section E.8, Production Verification Test.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: TWO LTT HC 2300-01-387-5424 FIRST ARTICLE TEST LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	<p><u>LTT HC FAT REFURBISHMENT</u></p> <p>NSN: 2330-01-387-5424 COMMODITY NAME: LTT HC CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 12450001</p> <p>LTT HC(NSN 2330-01-387-5424) FAT Refurbishment.</p> <p>The contractor shall reference Section E.11.3, Refurbishment of Test Trailers.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: LTT HC NSN 2330-01-387-5424 FAT REFURBISHMENT LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	<div><div><div>LTT HC PRODUCT SUPPORT PACKAGE</div><div>COMMODITY NAME: LTT HC CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 04-21234</div><div>One LTT HC Product Support Package (PSP).</div><div>The contractor shall reference Section E.8.3.3, Product Support Package (PSP).</div><div>(End of narrative B001)</div><div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ONE LTT HC PRODUCT SUPPORT PACKAGE (PSP) LEVEL PRESERVATION: Military LEVEL PACKING: B</div><div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div><div>Deliveries or Performance FOB POINT: Origin SHIP TO:</div></div></div> <td></td> <td></td> <td>\$_____</td> <td>\$_____</td>			\$_____	\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0021	<p><u>FIRST ORDERING YEAR AMMPS INTERGRATION KIT</u></p> <p>NSN: 2330-01-542-6775 COMMODITY NAME: AMMPS INTEGRATION KIT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 13230E6565</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table> <p>The contractor shall reference C.1 for instructions.</p> <p>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</p> <p>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</p> <p>Ordering will be in accordance with Section H.1.</p> <p>(End of narrative B001)</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><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
1	10	\$																					
11	50	\$																					
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101	500	\$																					
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0022	<p><u>SECOND ORDERING YEAR AMMPS INTERGRATION KIT</u></p> <p>NSN: 2330-01-542-6775 COMMODITY NAME: AMMPS INTEGRATION KIT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 13230E6565</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table> <p>The contractor shall reference C.1 for instructions.</p> <p>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</p> <p>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</p> <p>Ordering will be in accordance with Section H.1.</p> <p>(End of narrative B001)</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><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
1	10	\$																					
11	50	\$																					
51	100	\$																					
101	500	\$																					
501	2905	\$																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0023	<p><u>THIRD ORDERING YEAR AMMP\$ INTERGRATION KIT</u></p> <p>NSN: 2330-01-542-6775 COMMODITY NAME: AMMP\$ INTEGRATION KIT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 13230E6565</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table> <p>The contractor shall reference C.1 for instructions.</p> <p>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</p> <p>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</p> <p>Ordering will be in accordance with Section H.1.</p> <p>(End of narrative B001)</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><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
1	10	\$																					
11	50	\$																					
51	100	\$																					
101	500	\$																					
501	2905	\$																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0024	<p><u>FOURTH ORDERING YEAR AMMPS INTERGRATION KIT</u></p> <p>NSN: 2330-01-542-6775 COMMODITY NAME: AMMPS INTEGRATION KIT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 13230E6565</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table> <p>The contractor shall reference C.1 for instructions.</p> <p>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</p> <p>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</p> <p>Ordering will be in accordance with Section H.1.</p> <p>(End of narrative B001)</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><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
1	10	\$																					
11	50	\$																					
51	100	\$																					
101	500	\$																					
501	2905	\$																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0025	<p><u>FIFTH ORDERING YEAR AMMPS INTERGRATION KIT</u></p> <p>NSN: 2330-01-542-6775 COMMODITY NAME: AMMPS INTEGRATION KIT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 13230E6565</p> <p><u>Range Quantities</u></p> <table><tr><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>1</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>100</td><td>\$</td></tr><tr><td>101</td><td>500</td><td>\$</td></tr><tr><td>501</td><td>2905</td><td>\$</td></tr></table> <p>The contractor shall reference C.1 for instructions.</p> <p>Required paint color will be identified at time of award in each delivery order in accordance with Section C.1.2.</p> <p>Pricing for this CLIN shall be in accordance with Attachment 0006, Pricing Worksheet.</p> <p>Ordering will be in accordance with Section H.1.</p> <p>(End of narrative B001)</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><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>	<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	1	10	\$	11	50	\$	51	100	\$	101	500	\$	501	2905	\$			See Range Pricing	\$ _____
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																					
1	10	\$																					
11	50	\$																					
51	100	\$																					
101	500	\$																					
501	2905	\$																					

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	<p><u>AMMPS INTEGRATION KITS FIRST ARTICLE QUANTITY</u></p> <p>NSN: 2300-01-542-6775 COMMODITY NAME: AMMPS INTEGRATION KIT FAT QTY Mfr CAGE: 19207 Mfr Part Number: 13230E6565</p> <p>AMMPS Integration Kits (NSN 2330-01-542- 6775) First Article Test.</p> <p>The contractor shall reference Section E.2 First Article Approval Requirements.</p> <p>E.3.2 The initial production first article trailers shall consist of two trailers.</p> <p>The contractor shall reference Section E.5, First Production Vehicle Inspection, and Section E.8, Production Verification Test.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: AMMPS INTEGRATION KIT (NSN 2330-01-542-6775) FI LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	<p><u>AMMPS INTEGRATION KIT FAT REFURBISHMENT</u></p> <p>NSN: 2330-01-542-6775 COMMODITY NAME: AMMPS INTEGRATION KIT CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 13230E6565</p> <p>AMMPS INTEGRATION KIT (NSN 2330-01-542- 6775) FAT Refurbishment.</p> <p>The contractor shall reference Section E.11.3, Refurbishment of Test Trailers.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: AMMPS NSN 2330-01-542-6775 FAT REFURBISHMENT LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	<p><u>AMMPS PRODUCT SUPPORT PACKAGE</u></p> <p>COMMODITY NAME: AMMPS CLIN CONTRACT TYPE: Firm Fixed Price Mfr CAGE: 19207 Mfr Part Number: 12450001</p> <p>One AMMPS INTEGRATION KIT Product Support Package (PSP).</p> <p>The contractor shall reference Section E.8.3.3, Product Support Package (PSP).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ONE AMMPS PRODUCT SUPPORT PACKAGE (PSP) LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Origin SHIP TO:</p>			\$	\$

CONTINUATION SHEET	Reference No. of Document Being Continued W56HZV-20-R-0089 PIIN/SIIN MOD/AMD	Page 22 of 111
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001	<u>CONTRACT DATA REQUIREMENTS LIST</u>				
A001	<u>ENGINEERING CHANGE PROPOSAL (ECP), VALUE (VECP)</u> SERVICE REQUESTED: CDRL A001 CLIN CONTRACT TYPE: Firm Fixed Price The contractor shall reference Section C.3.4. (End of narrative B001) <u>Deliveries or Performance</u>				\$ <u> ** NSP ** </u>
A002	<u>REQUEST FOR VARIANCE (RFV)</u> SERVICE REQUESTED: CDRL A002 CLIN CONTRACT TYPE: Firm Fixed Price The Contractor shall reference Section C.3.4. (End of narrative B001) <u>Deliveries or Performance</u>				\$ <u> ** NSP ** </u>
A003	<u>NDT WELD INSPECTION SAMPLING PLAN</u> SERVICE REQUESTED: CDRL A003 CLIN CONTRACT TYPE: Firm Fixed Price The Contractor shall reference Section E.15.2. (End of narrative B001) <u>Deliveries or Performance</u>				\$ <u> ** NSP ** </u>

CONTINUATION SHEET	Reference No. of Document Being Continued W56HZV-20-R-0089 PIIN/SIIN MOD/AMD	Page 23 of 111
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A004	<p><u>CONFERENCE AGENDA AND MEETING MINUTES</u></p> <p>SERVICE REQUESTED: CDRL A004 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section C.2.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>
A005	<p><u>PRODUCT QUALITY DEFICIENCY REPORT (PQDR) RESPONSES</u></p> <p>SERVICE REQUESTED: CDRL A005 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section E.13.1.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>
A006	<p><u>TEST WORK AUTHORIZATION DOCUMENT</u></p> <p>SERVICE REQUESTED: CDRL A006 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section E.8.5.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>
A007	<p><u>FAILURE ANALYSIS CORRECTIVE ACTION REPORT (FACAR)</u></p> <p>SERVICE REQUESTED: CDRL A007 CLIN CONTRACT TYPE:</p>				<p>\$ ** NSP **</p>

CONTINUATION SHEET	Reference No. of Document Being Continued W56HZV-20-R-0089 PIIN/SIIN MOD/AMD	Page 24 of 111
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A008	<p>Firm Fixed Price</p> <p>The Contractor shall reference Section E.9.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p> <p><u>SAMPLE DATA PLATE</u></p> <p>SERVICE REQUESTED: CDRL A008 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section C.1.3.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>
A009	<p><u>FINAL INSPECTION RECORD</u></p> <p>SERVICE REQUESTED: CDRL A009 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section E.4.1.1.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>
A010	<p><u>PRODUCT SUPPORT PACKAGE LIST</u></p> <p>SERVICE REQUESTED: CDRL A010 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section E.8.3.2.</p> <p>(End of narrative B001)</p>				<p>\$ ** NSP **</p>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A011	<p><u>Deliveries or Performance</u></p> <p><u>PRODUCTION DATABASE</u></p> <p>SERVICE REQUESTED: CDRL A011 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section C.4.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____
A012	<p><u>OPERATIONS SECURITY (OPSEC) ANNEX AND TRAINING</u></p> <p>SERVICE REQUESTED: CDRL A012 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section C.10.6.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____ ** NSP **
A013	<p><u>LOGISTICS PRODUCT DATA</u></p> <p>SERVICE REQUESTED: CDRL A013 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section C.5.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ _____ ** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued W56HZV-20-R-0089 PIIN/SIIN MOD/AMD	Page 26 of 111
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A014	<p><u>SPECIAL TOOLS</u></p> <p>SERVICE REQUESTED: CDRL A014 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section E.8.3.6.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>
A015	<p><u>PROGRAM PRODUCTION DATA</u></p> <p>SERVICE REQUESTED: CDRL A015 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section E.1.1.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>
A016	<p><u>FIRST PRODUCTION VEHICLE INSPECTION</u></p> <p>SERVICE REQUESTED: CDRL A016 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall reference Section E.3.3.</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. Price: 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 contract year.

B.2. IDIQ Ordering Periods:

The following definitions apply to the entire contract:

- B.2.1. First ordering year of the contract is the date of award plus 364 days.
- B.2.2. Second ordering year of the contract is 365 days through 729 days after contract award.
- B.2.3. Third ordering year of the contract is 730 days through 1,094 days after contract award.
- B.2.4. Fourth ordering year of the contract is 1,095 days through 1,459 days after contract award.
- B.2.5. Fifth ordering year of the contract is 1,460 days through 1,824 days after contract award.

B.3 Minimum Order and Maximum Order:
In accordance with (IAW) FAR 52.216-22 "Indefinite Quantity":

B.3.1 Guaranteed Minimum 5-year quantity: two (2) total Trailers (of any variety). The Government will order this quantity at the time of the basic contract award.

B.3.2 Maximum 5-year quantity: 2,905 total Trailers of any variety.

B.4 Contract Line Numbering System (CLINs):

B.4.1 The numbering system on this Contract for CLINs shown in the schedule below is as follows:
The first three digits signify the item and the fourth (last) digit signifies the applicable contract year, i.e., CLIN 0011 is for the first item - first ordering year; CLIN 0012 is for the first item - second ordering year; CLIN 0013 is for the first item third ordering year, etc.

B.5. Estimated Ordering Quantities:
The below information provides estimated quantities per ordering year. IAW FAR 52.216-22, these quantities are estimates only. Only the minimum quantity is guaranteed as specified in B.3.1 above and FAR 52.216-22.

--- See the estimates in Attachment 0006 Price Evaluation Workbook.

*** END OF NARRATIVE B0001 ***

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued W56HZV-20-R-0089</p> <p style="text-align: center;">PIIN/SIIN MOD/AMD</p>	<p style="text-align: center;">Page 28 of 111</p>
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DESCRIPTION/SPECIFICATION INDEX

- C.1 General
- C.2 Meetings and Conferences
- C.3 Configuration Management
- C.4 Production Database
- C.5 Provisioning
- C.6 Welding requirements
- C.7 Technical Manual Deliverables
- C.8 Shipment and Storage
- C.9 Government Furnished Equipment and Information
- C.10 Security Requirements

C.1 General. The contractor, as an independent contractor and not as an agent or employee of the Government, shall deliver the LTT HC to the Government, which fully complies with the requirements of; Attachment 0001,12450001- Light Tactical Trailer Heavy Chassis, Revision J, 14 February 2020; Attachment 0002, 13230E6565- Advanced Medium Mobile Power Sources Kit, Revision E, 16 December 2015; Attachment 0004, 13228E1727 - Camo Paint, 20 JUN 2005; Attachment 0005, Automotive Tank Purchase Description 2171A, Revision 2171A, 16 May 2013; Attachment 0007, Technical Manual 9-2330-392-13&P, 7 DEC 2012.

The LTT HC trailer models are as follows:

- a) LTT HC; NSN 2330-01-387-5424, PN 12450001, (reference drawing at Attachment 0001)
- b) Advanced Medium Mobile Power Sources (AMMPS) Integration Kits; NSN 2330-01-542- 6775, PN 13230E6565. The contractor shall produce and integrate the AMMPS Kit on the LTT HC (part number 12450001) IAW Drawing 13230E6565 (Attachment 0002).

C.1.1 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 Variance (RFV) process as specified below in Section C.3.1.

C.1.2 Paint. The contractor shall paint the trailers Green 383, Tan 686, or Standard Camouflage IAW Trailer Technical Data Package (TDP) 12450001 (Attachment 0001). The Standard Camouflage pattern shall be in accordance with drawing 13228E1727 (Attachment 0004). Required paint color(s) will be identified in each delivery order.

C.1.3 The contractor shall affix an identification data plate for each LTT HC to each trailer. Data plate information will be specified at the time of contract award. The contractor shall mark each trailer data plate with Unique Item Identification (UID) IAW requirement set forth in section F, clause 252.211-7003. (See sample UID drawing 12331752 at Attachment 0003.)

C.1.4 Shipping Data Plate

- a) Shipping Data Plate Information. The contractor shall provide a shipping data plate. The data plate shall depict the overall trailer in a plan view and a side view. The plan view shall show the following dimensions: overall length, overall width, and distance from the outer most edge of the trailer to the centerline of the lunette and the location of the horizontal center of gravity at curb weight. The side view shall show the following dimensions: overall height, the distance from the ground to the bottom of the landing leg pivot bracket, distance from the front edge of the lunette to the centerline of the wheel, the distance from the centerline of the wheel to the vertical center of gravity at curb weight. The locations of the lift and tie-down provisions shall be shown.
- b) Material. The material shall be .02" thick aluminum alloy sheet
- c) The finish shall be anodized black IAW MIL-A-8625, Type II, Class 2, and Color No. 37030 per FED-STD-395

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- d) Overall Dimensions. The plate shall be 7.00 +/- .03 inches long and 3.00 +/- .03 inches wide
- e) Mounting Holes. Four (4) mounting holes are required. The diameter of the holes shall be .125 +/- .010 inches. The mounting holes shall be located .20 +/- .03 inches inboard from each corner of the plate. The lengthwise distance between the holes shall be 6.60 +/- .03 inches. The widthwise distance between the holes shall be 2.60 +/- .03 inches.
- f) Other requirements. The data plate shall meet the requirement of A-A-50271.

C.1.5 The contractor shall submit a sample data plate with UID markings 60 calendar days prior to First Production Vehicle Inspection IAW Contract Data Requirement List (CDRL) A008.

C.2 Meetings and Conferences

- C.2.1 The contractor shall hold semi-annual meetings and reviews with the Government at the contractors facility during the performance period of the resulting contract. The objectives of these meetings are to review progress on technical, product assurance and contractual issues. The contractor shall submit an agenda and read-ahead package in contractor format for all meetings, audits, assessments, and reviews. Agendas and minutes shall be submitted by the contractor IAW CDRL A004.
- C.2.2 A Start of Work meeting (SOWM) shall be held at the contractors facility within 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. The contractor shall submit a conference agenda and conference minutes of the meeting IAW CDRL A004.

C.3 Configuration Management

C.3.1 Engineering Changes. The contractor shall submit for Government approval Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECP), IAW CDRL A001 and RFVs IAW CDRL A002. 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 PCO.

The contractor shall submit changes by Engineering Change Proposal (ECP). The contractor shall deliver a Notice of Revision (NOR) for each document affected by a change in accordance with CDRL A001. Specification changes shall also be described on a NOR. Alternatively, a NOR form is not necessary if the documentation (all sheets or pages) is provided and electronically red-lined or otherwise marked-up to clearly show original information and proposed changes.

C.3.2 ECP Classes.

C.3.2.1 Class I ECP Changes-Contractor Requested.
The contractor shall submit copies of proposed Class I ECP changes IAW CDRL A001, immediately upon determination of a need for such changes.

C.3.2.2 Class I ECP Changes - 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.

C.3.2.3 Class II ECP Changes Contractor Requested. The contractor may make Class II changes IAW CDRL A001 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 IAW Section C.3.2.1.

C.3.2.4 Class II ECP Changes - Government Directed.

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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.

Minor ECPs do not impact the criteria above for Major (Class I) changes. The Government delegates concurrence in classification of Minor ECPs to the Administrative Contracting Office (ACO) or PCO at the contractors site. Evidence of concurrence from the Government rep shall be included in the ECP submitted to the Government for final disposition.

The contractor shall request and apply the Government assigned ECP number(s) to all ECPs requiring Government approval. The contractor shall use the Government-assigned 3-character prefix and the 5-character alpha-numeric suffix as the ECP number IAW CDRL A001

C.3.3 Variances. If the contractor finds it necessary to temporarily deviate from the approved LTT HC Trailer Program requirements for a specific number of products and or for a specified period of time, the contractor shall seek written authorization from the Government by preparing and submitting a properly classified and documented Request for Variance (RFV). The contractor shall apply a unique RFV number to each variance. RFVs classified as minor will be dispositioned by the ACO or designated Government representative. Major RFVs can only be dispositioned by the PCO or the PCOs designated Government representative.

C.3.3.1 Variance Classification

- a. Critical. Critical variances are not allowed. A critical variance is a departure from requirements affecting one or more of the following:
- (1) Safety
 - (2) Human health
 - (3) Environment, and
 - (4) Security (local program or national)
- b. Major. A major variance is a departure from requirements affecting one or more of the following:
- (1) Performance or operational limits
 - (2) Interchangeability, reliability, survivability, maintainability, or durability of the item or its repair parts
 - (3) Structural strength
 - (4) Effective use or operation
 - (5) Weight, moment, center of gravity
 - (6) Appearance
 - (7) Limits on product use or operation
 - (8) Temporary use of alternate items or
 - (9) When the configuration documentation defining the requirements for the item classifies the departure from the requirement as major.
- c. Minor. A minor variance is a departure which does not involve any of the factors listed for critical or major or when the configuration documentation defining the requirements for the item classifies the departure from the requirement as minor. Note: Departures from the requirements that do not meet the definition of critical or major and are not classified in any configuration documentation (i.e. unlisted characteristic) are treated as minor. (CDRL A002)

C.3.4 Supporting Data. ECPs and RFVs shall contain marked up copies of affected drawings and 3D models as well as impact statements and any other supporting data necessary to fully understand and disposition the ECP or RFV.

The contractor shall deliver engineering changes, variances, models, drawings, associated documents, reports and related PCI to the Government's system. (CDRLs A001 and A002)

C.4 Production Database. The contractor shall maintain a database (CDRL A011) that will track and sort trailers by serial number, build date, ship date, CLIN, model number, ship to location, document number, DD250 number, and Commercial Bill of Lading (CBL) number. In addition, the database shall track per trailer, all engineering changes incorporated according to ECP, VECF or RFV Number. Searchable applicable engineering notes shall 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 trailers are shipped. The contractor shall maintain the database through completion of the contract.

C.5 Provisioning. In the event of an engineering change (e.g. ECP, RFV), or a change in vendor information, the contractor shall provide

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the information to the Government to support the parts provisioning effort (CDRL A013). When required, the provisioning information as described in Section C.5 shall be provided IAW CDRL A013.

C.6 Welding requirements. All steel weldments shall meet the design and fabrication requirements in American Welding Society (AWS) standards 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 Technical Manual Deliverables. At the time of production, TM 9-2330-392-13&P (Attachment 0007) will be provided as Government-Furnished Material (GFM) and shall be over-packed IAW section D, contract clause 52.211-4514, paragraph (g)(1). For AMMPS equipped trailers, the contractor shall place TM 9-2330-392-13&P in the AMMPS accessory box. The Government will provide the contractor a TM (CD ROM) to over pack on each trailer that requires a TM.

C.8 Shipment and Storage. Preparation for shipment and storage shall conform to Work Package 0063 Preparation for Storage and Shipment outlined in Technical Manual (TM) 9-2330-392-13&P Trailer, Cargo, Two-Wheel and Chassis.

C.9 Government Furnished Equipment and Information. Tracking of all GFE, GFM, and GFI, will be on Attachment 0008.

C.10 Security Requirements.

C.10.1 The contract will not require access to classified information in performance of this contract. The contractor will have access to Controlled Unclassified Information (CUI). CUI is unclassified information requiring application of access, distribution controls, and protective measures which meets the standards for safeguarding and dissemination controls pursuant to statute, and government-wide policies under Executive Order (EO) 13556. The types of information considered CUI for the program are technical data and information marked Unclassified//For Official Use Only (U//FOUO). Examples of technical data include research and engineering data, test data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information, and computer software documentation. When handling U//FOUO information, the contractor shall adhere to the following guidelines, the DoDM 5200.01 Vol 04, Army Regulation (AR) 380-5, AR 25-55, AR 25-2, and AR 25-1. The procedures for the protection of CUI are as outlined in the Controlled Unclassified Information (CUI) attachment (Attachment 0009).

C.10.2 Security Classification Guides (SCGs), Attachment 0010. The contractor shall adhere to the PEO CS&CSS Armoring Systems SCG.

C.10.3 Distribution Statements: Marking of Technical Data shall include the statement provided in the Security Classification Guide. If the contents of the technical document require more than one Distribution Statement, apply the most restrictive statement. This does not preclude additional mandated markings as may be required by the contract.

C.10.4 The contractor shall not transmit any U//FOUO information electronically over the Internet unless it is encrypted by Federal Information Processing Standard (FIPS) 140-2 standard encryption. In order to enable e-mail encryption the contractor shall obtain a Common Access Card (CAC) or External Certification Authority (ECA) Certificates or Federated Bridge Certificates. Details on the ECA program and authorized ECA vendors can be found at: <https://iase.disa.mil/pki/eca/Pages/faq.aspx> and details on the Federated bridge program can be found at: <https://www.idmanagement.gov/>

C.10.5 Manage Security.

The contractor shall manage security activities at the unclassified, CUI, and all applicable classification levels encompassing all security disciplines (Information Security, Operations Security, Anti-Terrorism and Force Protection, International Security, Physical Security, Communications Security, Information Systems Security, and Personnel Security). This requirement is to utilize the above security functions to protect the programs information and technology.

C.10.6 Operations Security (OPSEC). Standard Operating Procedure or Plan. The contractor shall develop and submit an Annex (CDRL A012) to the Joint Program Office Joint Light Tactical Vehicle (JPO JLTV) OPSEC Plan (Attachment 0011). The contractor Annex shall identify information specific to the contractor or contractor location that is not addressed in the Governments plan and document countermeasures not identified in the Governments OPSEC Plan. The contractor is not required to produce an OPSEC Plan. All U.S. contractors with access

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to CUI shall be required to follow the JPO JLTV OPSEC Plan (Attachment 0011). To ensure awareness of the Program OPSEC Plan, the contractor shall participate in Government provided annual training for all Program personnel on the contents of the Program OPSEC Plan.

C.10.7 Operations Security. If the contractor generates unclassified OPSEC sensitive information, this information will be protected at the same level as U//FOUO information. The contractor shall be responsible for the development of an OPSEC program, IAW DoDM 5205.02-M and AR 530-1, with specific features based on command or unit approved OPSEC requirements.

C.10.7.1 Because of antiterrorism/force protection, operations security, and counterintelligence concerns, the contractor shall not release any diagrams, maps, floor plans, schematics, or digital pictures of any installations to outside organizations or companies without the approval of the Contracting Officer Representative (COR) and G-2 TACOM. All information proposed for public release in any form (video, pictures, article, brochure, and web site) will undergo a Program Executive Office (PEO) Combat Support and Combat Service Support (CS&CSS) OPSEC Review using the most current and approved PEO CS&CSS STA Form 7114.

C.10.7.2 Examples of information that would be considered OPSEC sensitive: Equipment capabilities, limitations, and vulnerabilities; Detailed mission statements; Operation schedules; Readiness and vulnerability assessments; Test locations and dates; Inventory charts and reports; Detailed budget data; Photographs of components; Detailed organizational charts (with phones and e-mail listings); Technical and scientific data; Unclassified technical data with military applications; Critical maintenance information; Information extracted from a DOD Intranet web site; Lessons learned that could reveal sensitive military operations, exercises, or vulnerabilities; Logistics support (munitions, weapons, movement); Specific real time support to current or on-going military operations; Delivery schedules; and Manufacturing methods.

C.10.8 Protection and Disclosure of Government Information - Public Release Requests. Except for information previously approved for public release by the Government, the Contractor shall not release any information regarding the work performed under this contract outside (i) the United States Government, (ii) its own facility, (iii) its subcontractors performing Medium Tactical Vehicle Trailer work at any tier, (iv) Associate Contractors, at any tier, and (v) any other individual or entity that is not contractually bound to protect Information from public release without first obtaining approval for Public Release. Refer to the PEO CS&CSS Armoring Systems Security Classification Guide (Attachment 0010, section 13) on public release of information for additional guidance.

The contractor shall screen all information submitted for determination of public release to ensure it is both unclassified and technically accurate. A letter of transmittal must certify the review. Program information shall not be released outside program channels IAW Distribution Statements until the review process is complete. Refer to the PEO CS&CSS for Combat Support and Combat Service Supporting Armoring Systems SCG (Attachment 0010) on public release of information for additional guidance. All requests shall be submitted through the PCO for adjudication. The program requires 45 business days to process the request and render a decision.

The contractor shall submit all requests for public release approval through the PCO for review by a Government technical and Security personnel, culminating in a determination by the Government Public Affairs Officer (PAO) IAWDFARS Clause 252.204-7000. The PAO will, after appropriate review, either authorize or reject the request to disseminate Government information publicly. Note that authorization may be given contingent on specified changes being made to the material for which public release has been requested. Requests for public release shall be sent electronically via encrypted email using cryptographic products that are National Institute for Standards and Technology/National Information Assurance Partnership (NIST/NIAP) approved or mail the Compact Disc/Digital Video Disc (CD/DVD) using U.S. Postal Service Registered Mail.

C.10.9 Release of Information. The contractor shall not release any information or data to third parties without the express written approval of the PCO.

C.10.10 Information Flow Down. The contractor shall ensure the security requirements and guidelines contained in section C.10, the program Operations Security (OPSEC) Requirements contained in section C.10.7 and CUI instruction contained in section C.10.1, are contractually flowed down to subcontractors, teammates and consultants.

C.10.11 FAR 52.204-9 Personal Identity Verification of contractor Personnel (JAN 2011).

C.10.11.1 The contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

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C.10.11.2 The contractor shall account for all forms of Government-provided identification issued to the contractor employees in connection with performance under this contract. The contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government or

- (a) When no longer needed for contract performance
- (b) Upon completion of the contractor employees employment
- (c) Upon contract completion or termination

C.10.11.3 The contractor shall insert the substance of this clause, including this paragraph, in all subcontractors when the subcontractors employees are required to have routine physical access to a Federally-controlled facility and routine access to a Federally-controlled information system. It shall be the responsibility of the prime contractor to return such identification to the issuing agency IAW the terms set forth in section C.10.11 of this section, unless otherwise approved in writing by the PCO.

C.10.12 Common Access Card (CAC) and Installation Access Identification.

C.10.12.1 All contractor employees requiring access to the Detroit Arsenal (DTA) for more than a six month period will be sponsored for a Detroit Arsenal Identification card by the COR. Contractor employees requiring access to DoD computer networks and systems or traveling OCONUS shall be issued a CAC. More information on the CAC can be found at <http://www.cac.mil/common-access-card/getting-your-cac/for-contractors/>.

C.10.12.2 The contractor shall properly protect and handle Identification (ID) Cards and report lost or stolen cards. For CAC, refer to <http://www.cac.mil/common-access-card/getting-your-cac/managing-your-cac/>. For the DTA, the proper identification or badge shall be displayed while on the installation on the front of the outer garment between the shoulder and waist. The contractor is responsible for ensuring all ID cards are properly safeguarded and accounted for at all times. The contractor shall file a Detroit Arsenal Police report in cases of loss, theft, forgery, or damage.

C.10.12.3 The contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and access badges IAW FAR 52.204-9 to the Visitor Control Center for deactivation and destruction according to the approved policies. If a contractor employees badge is not returned, the contractor shall report the unrecovered badge to the Detroit Arsenal Police. Contractor employees in possession of a CAC shall be responsible for turning in the CAC IAW FAR 52.204-9. All ID cards (installation or CAC) are property of the U.S. Government and shall be returned upon separation, resignation, firing, termination of contract or affiliation with the DoD, or upon any other event in which the individual no longer requires the use of an ID card.

C.11 CONTRACTOR MANPOWER REPORTING (CMR)

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

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-

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contractor if different);

(9) Data collection cost;

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

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

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

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

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at: <https://armycmra.dmdc.osd.mil/> and clicking on the Send an Email link which is located under the Help Resources ribbon on the right hand side of the login page.

C.12 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES

(a) The contractor and all associated subcontractors employees shall comply with applicable installation, facility, and area commander installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9 Personal Identity Verification of Contractor Personnel) as directed by DoD, HQDA, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(b) For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05, The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of six (6) months or more. At the discretion of the sponsoring activity, an initial CAC may be issued on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personal Management.

(c) For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards, and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures elsewhere in Section C; Non-disclosure Statement; for OCONUS locations, refer to the Status of Forces Agreement and other theater regulations.

C.13 TRUSTED ASSOCIATE SPONSORSHIP SYSTEM (TASS) PROGRAM

(a) The contractor is responsible for processing applications for Common Access Cards (CAC) for every contractor employee who deploys with the military force, OR who has need to access any government computer network in accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel.

(b) The contractor is responsible for managing requests for new or renewal CAC cards in sufficient time to ensure that all contractor employees have them when needed to perform work under this contract. The norm is at least ten calendar days advance notice to the Trusted Agent* (TA), unless there are extenuating circumstances approved by the Contracting Officers Representative (COR) or Contracting Officer. *The COR will be the TA for this contract.

(c) The contractor shall obtain an Army Knowledge Online (AKO) email address for each applicant, including subcontractors, who may be deployed or require logical access to a government computer network. This can be done by going to <http://www.us.army.mil> and register as an Army Guest with the sponsor being the COR. Note: If a contractor employee loses the privilege to access AKO, they lose the ability to renew their CAC. Therefore, it is critical that contractor employees maintain their AKO accounts.

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(d) It is recommended that a Corporate Facility Security Officer (FSO) be established to serve as the firms single point of contact for Trusted Associate Sponsorship System (TASS). If a FSO is not established, each contractor employee requiring a CAC card will be required to process their own applications.

(e) CAC applications must be processed through the DODs TASS. The contractors FSO or contractor employee shall submit requests for a CAC via email to the TASS Trusted Agent (TA) at, christopher.t.jones6.civ@mail.mil before accessing the TASS website.

(f) The government will establish a TASS application account for each CAC request and will provide each contractor employee a USER ID and Password via email to the FSO. The FSO or contractor employee shall access the TASS account and complete the CAC application (entering/editing contractor information as applicable) at <https://www.dmdc.osd.mil/tass/operator/consent?continueToUrl=%2Ftass%2Findex.jsp>.

(g) The FSO or contractor employee will submit completed applications in TASS, and will follow up to ensure that the TA is processing the request.

(h) The government will inform the contractors applicant via email of one of the following:

-Approved*. Upon approval, the information is transferred to the Defense Enrollment Eligibility Reporting System (DEERS) database and an email notification is sent to the contractor with instructions on obtaining their CAC. The contractor proceeds to a Real-Time Automated Personnel Identification System (RAPIDS) station (<https://www.dmdc.osd.mil/rsl/> provides RAPIDS locations).

-Rejected*. Government in separate correspondence will provide reason(s) for rejection.

-Returned. Additional information, or correction to the application, required by the contractor employee.

*The contractor will maintain records of all approved and rejected applications.

(i) At the RAPIDS station, the RAPIDS Verification Officer will verify the contractor by SSN, and two forms of identification, one of which must be a picture ID. The Verification Officer will capture primary and alternate fingerprints and picture, and updates to DEERS and will then issue a CAC.

(j) Issued CACs shall be for a period of performance not longer than three (3) years or the individuals contract end date (inclusive of any options) whichever is earlier.

(k) The contractor shall return issued CACs to the DEERS office upon return from deployment, departure or dismissal of each contractor employee. A receipt for each card must be obtained and provided to the TA/COR.

(l) A CAC cannot be issued without evidence that a National Agency Check with Written Inquires (NACI) has at least been initiated by the FSO. TASS will be linked to the Joint Personnel Adjudication System (JPAS) in the near future. The TA will have to verify via JPAS that the NACI has been initiated by the FSO before he/she can approve a contractor request for a CAC.

(m) Details and training on TASS are available on AKO at <https://www.us.army.mil/suite/portal/index.jsp> or by contacting the CAC helpdesk at cacsupport@mail.mil or 866-738-3222.

C.14 REQUIREMENT FOR AN OPSEC STANDING OPERATION PROCEDURE/PLAN

(a) The contractor is subject to provisions of the TACOM LCMC OPSEC Standing Operating Procedures (SOP/Plan), or other U.S. Government OPSEC plan, per AR 530-1, Operations Security. This SOP/Plan specifies the governments critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

(b) The contractor will receive a copy of the SOP/Plan at time of award. Local form STA Form 7114 (or similar) will be used to document and record security OPSEC reviews which are conducted by G2, TACOM LCMC or individual organizations supporting OPSEC Officers.

(c) The contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual is OPSEC Level I.

C.15 OPSEC TRAINING REQUIREMENT

Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training. OPSEC awareness training is available at: <https://securityawareness.usalearning.gov/opsec/index.htm>. Within 10 days of completing the training, the Contractor shall provide certificates/proof of completion to the Contracting Officers Representative (COR), if assigned to the contract, or the Procuring Contracting Officer (PCO).

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C.16 CONTRACTOR EMPLOYEES WHO REQUIRE ACCESS TO GOVERNMENT INFORMATION SYSTEMS

All contractor employees shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Information Assurance Awareness training prior to access to the information system, and annually thereafter.

C.17 THREAT AWARENESS REPORTING PROGRAM

- (a) All contractor employees with security clearances working on any Army contract must receive annual TARP training by a Counter Intelligence (CI) agent, or other authorized designated training method, per Army Regulation 381-12, para. 2-4b, Threat Awareness and Reporting Program (TARP). The in-person training is the preferred method, and is available by contacting the local CI Office to arrange for the conduct of training.
- (b) The Contractor shall contact the CI Office within (30) days of contract award to schedule TARP training. Once training is complete Contractor shall provide certificates/proof of completion of training to the Contracting Officer's Representative (COR), if assigned to the contract, or to the Procurement Contracting Officer (PCO) within (10) days of completion.
- (c) The Contractor shall contact the CI Office to schedule training for any new employee whose performance commences after award, and who did not attend the initial TARP training session. Upon completion of the TARP training, certification/proof of completion shall be provided as required in paragraph (b).In special circumstances (on deployments or in remote locations) when in-person training is not available, TARP computer based training (CBT), which has been approved by Deputy Chief of Staff (DCS), G-2, is the only authorized online training method permitted. This alternate CBT training is only authorized in special circumstances with written approval obtained from the PCO. Upon receipt of the necessary written approval, contractor employees possessing an Army Knowledge Online (AKO) account and password or a Common Access Card can register and complete the online TARP training course by utilizing the Army Learning Management System (ALMS) at: www.lms.army.mil .

C.18 ARMY INFORMATION SYSTEM (IS) SECURITY REQUIREMENT

CONTRACTOR INVESTIGATION/CLEARANCE. Reference AR25-2, AR 380-67, DoD 5200.2-R and Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008). All contractors and consultants that access government owned or operated automated information systems, networks, or databases and to safeguard controlled unclassified information shall have a favorable background investigation as required above references positions designated as IT-I, IT-II or IT-III to perform functions stipulated in contract scope of work. The minimum investigative requirements are as follows: IT-I (Privileged Access) = Single Scope Background Investigation (SSBI); IT-II (Limited Privileged Access) = National Agency Check with Law and Credit Check (NACLC); IT-III (Non-Privileged Access) = National Agency Check with Inquiries (NACI). An investigation in-process is acceptable if the 7th Signal Command Designated Approval Authority (DAA) has granted an IT Waiver. Investigations will be coordinated with the G2, TACOM LCMC (AMSTA-CSS / 586-282-6262) and investigations will be through the Personnel Security Investigations Portal Center of Excellence (PSIP COE). Non-U.S. citizens shall be Permanent Resident Aliens with requisite investigation. All personnel shall receive and certify to an Information Systems Security Briefing.

C.19 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-DISCLOSURE STATEMENT

- (a) APPLICABILITY. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term contractor employee includes employees, agents, or representatives and all employees, agents, or representatives and all employees, agents or representatives of all subcontractors, suppliers and consultants.

(1) DETROIT ARSENAL ACCESS.

All contractor personnel entering the installation and requiring unescorted access must have a valid purpose to enter and be sponsored by a U.S. government organization or a contractor providing support on the installation. They must have their identity proofed and vetted through the National Crime Information Center (NCIC) database, and be issued, or in possession of an authorized and valid access credential from the Detroit Arsenal installation. At the discretion of the Senior Commander, U.S. Army Garrison Detroit Arsenal, any individual known to have a criminal background involving violence or meets the disqualifying standards in the Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008), may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other security procedures deemed necessary for the security of Detroit Arsenal (vehicle searches or x-raying packages, bags, briefcases) may be required based on the Force Protection Condition level at the time of access and whether the installation or building location is identified as a Restricted Area or Mission Essential Vulnerable Area (MEVA).

(2) BADGES/PASSES.

- (a) Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification

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badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the government, on each badge application form (STA Form 17).

(i) Obtaining Badges. Government sponsor must prepare and submit a properly completed STA Form 17 (Visitor Notification and/or Temporary Security Identification Badge Application) to the Detroit Arsenal Visitor Control Center not less than 96 hours prior to scheduled visit.

(ii) Returning Badges. The government sponsor is responsible to ensure the security identification badges are returned to the Visitor Control Center, Bldg 232, upon expiration or termination of the contract relationship with the contract employee. Failure to comply with the requirements in this paragraph may be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the government in evaluating the contractors past performance on future acquisitions.

Badge Guidance.

(b) All contractor employees, while on the premises at the Detroit Arsenal, shall continually wear the badge, which shall be visible at all times between the neck and waist of the individual. Badges will be secured from public view when off post and will not be left in privately owned or contractor vehicles unattended. Stolen or lost badges will be promptly reported to DES, USAG Detroit.

(c) The identification badge or pass issued to contractor employee(s) is for their own use only. Misuse of badge or pass, such as permitting others to use it can result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(d) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-LCMC Detroit Arsenal.

(3) MEETING ATTENDANCE. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

(4) CLASSIFIED ACCESS. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be sent to the G2, TACOM LCMC (SMO Code W4GGAA* or W4GGAA5, AMSTA-CSS, Office Phone 586-282-6262, Fax 586-282-6362) and their sponsoring activity. Government employees hosting meetings will verify contractor employees security clearance information with their supporting Security Coordinator or G2, TACOM LCMC using JPAS or the TACOM LCMC Access Roster prior to providing contractor access to classified information based on the approved DD254.

(5) REGULATORY COMPLIANCE. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal, TACOM LCMC, or the Senior Commander. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program and their approved DD254.

(6) NON-DISCLOSURE AGREEMENT. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

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

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

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

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

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

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals) (PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

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

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

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

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

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

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

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

C.20 Throughout the life of the contract, for each Engineering Change Proposal, contractor must deliver (with the ECP proposal) a complete Assertion of Restrictions in accordance with DFARS 252.227-7017, etc. and also identify, in accordance with DFARS 252.227-7028, technical data or computer software that was previously delivered to the Government. The contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software has been identified in the Assertion of Restrictions.

C.21 iWATCH TRAINING

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity Anti-Terrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR, if assigned, or the Contracting Officer. This training shall be completed within [XX]*** calendar days of contract award and within [YY]*** calendar days of new employees commencing performance, with the results reported to the COR, or Contracting Officer, no later than [XX]*** calendar days after contract award. Training may be obtained at <http://www.mymarmonesource.com/familyprogramsandservices/iwatchprogram/default.aspx> .

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C.22 INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING

All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment. Within 10 days of completing the training, the Contractor shall provide certificates/proof of completion to the Contracting Officers Representative (COR), if assigned to the contract, or the Procuring Contracting Officer (PCO).

C.23 ARMY INFORMATION SYSTEM (IS) SECURITY REQUIREMENT

CONTRACTOR INVESTIGATION/CLEARANCE. Reference AR25-2, AR 380-67, DoD 5200.2-R and Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 (31 Jul 2008). All contractors and consultants that access government owned or operated automated information systems, networks, or databases and to safeguard controlled unclassified information shall have a favorable background investigation as required above references positions designated as IT-I, IT-II or IT-III to perform functions stipulated in contract scope of work. The minimum investigative requirements are as follows: IT-I (Privileged Access) = Single Scope Background Investigation (SSBI); IT-II (Limited Privileged Access) = National Agency Check with Law and Credit Check (NACLC); IT-III (Non-Privileged Access) = National Agency Check with Inquiries (NACI). An investigation in-process is acceptable if the 7th Signal Command Designated Approval Authority (DAA) has granted an IT Waiver. Investigations will be coordinated with the G2, TACOM LCMC (AMSTA-CSS / 586-282-6262) and investigations will be through the Personnel Security Investigations Portal Center of Excellence (PSIP COE). Non-U.S. citizens shall be Permanent Resident Aliens with requisite investigation. All personnel shall receive and certify to an Information Systems Security Briefing.

END OF SCOPE

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

SECTION D

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

D.1.2 Consumable items, Product Support Package (PSP), Basic Issue Items (BII), and Special Tools scheduled for shipment shall be preserved and packaged by the contractor to provide exceptional physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging.

*** END OF NARRATIVE D0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

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

- For FAR clauses: <https://www.acquisition.gov/>
- For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

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, or their subcontractors, shall be kept complete and available to the Government through completion of the contract IAW CDRL A015.

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. The Government reserves the right to use inspection equipment at any time during the performance of the contract.

E.2 First Article Approval Requirements.

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

E.2.2 Final Acceptance of the FAT trailers shall not occur until: (1) all First Article Approval requirements for each trailer identified in section E.3.2 have been successfully completed and the contractor so notified by a PCO letter and (2) all failures and 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 two trailers.

(1) The first article trailers shall be one LTT HC; NSN 2330-01-387-5424, PN 12450001 and one LTT HC with AMMPS kit, NSN 2330-01-542-6775, PN 13230E6565, selected from the first production lot by the Government.

(2) Upon successful completion of the FPVI and PVT, the FAT trailers shall be retained as Government Furnished Property (GFP) at the contractor's facility. The trailers shall be maintained and kept up to the current configuration, including all Government approved and issued RFVs/ECPs, as a current manufacturing standard and shall be shipped as part of the last production shipment.

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E.3.3 The contractor shall prepare a FPVI report IAW CDRL A016. The PCO shall approve or disapprove the FPVI trailer by written notice to the contractor within 20 calendar days after receipt of the FPVI Report. The notice will be sent to the contractor stating any further action required of the contractor for the applicable first production trailer or subsequent trailers, and shall cite deficiencies or reasons for disapproval.

E.3.4 Prime Mover. The contractor shall provide a prime mover capable of towing the LTT HC at their site location for the purpose of performing all inspections and tests. The capability requirements of the Prime Mover are defined in ATPD-2171A (Attachment 0005).

E.4 Final Inspection Records (FIR).

E.4.1 FIR Preparation.

E.4.1.1 The contractor shall prepare a Final Inspection Record (FIR) for Government approval IAW CDRL A009. 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 trailer characteristic or function to be inspected from the trailer 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 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 FIR shall be updated to reflect all engineering and 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.

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

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 PCO prior to employing any other form for this purpose.

E.4.1.2 FIR Updates. The FIR shall be 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 any other form for this purpose.

E.4.1.3 Inspection Failure.

E.4.1.3.1 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 50 mile road test as described in Section E.11.2 as evidence that all trailers produced during the month are similarly deficient.

E.4.1.3.2 The inspection and test requirements shall consist of the following:

- a. FPVI (Section E.5)
- b. PVT (Section E.8)
- c. Conformance Inspection (CI) (Section E.11.1)
- d. Control Tests (CT) (Section E.11.2)

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

E.6 Conditional Acceptance: The Government, at its sole discretion, may conditionally accept trailers at any time; at no time is the

Name of Offeror or Contractor:

Government required to conditionally accept trailers. Incomplete trailers due to factors attributable to the contractor or its 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 (Section E.8) are fully operational and reflect the latest trailer configuration prior to shipment. Under no circumstance shall any PVT Trailers be shipped from the contractor's facility to the test site until:

- a. The FPVI has been completed.
- b. All deficiencies disclosed by the FPVI are corrected by the contractor and incorporated on the first production lot of two trailers. All corrections shall 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 Aberdeen Proving Ground (APG) shall be the sole responsibility of the contractor.

E.7.2.1 The ship to address is:

U.S. Garrison Aberdeen Proving Ground Transportation Officer
IMNE-APG-LGS
BLDG 507
Mulberry Point Rd.
Aberdeen Proving Ground, MD 21005

E.8. PVT The PVT will consist of performance testing, FAT Quality Control, and endurance testing to be conducted by the Government IAW ATPD-2171A. The contractor shall deliver one LTT HC and one LTT HC with AMMPS kit, (2 total) PVT Trailers to APG (see Section E.7.2.1 for the ship to address) for testing no later than 195 calendar days after contract award. The expected duration of the PVT test is approximately three months.

Performance:

E.8.1.1 Physical Characteristics. To determine the pertinent physical characteristics of the LTT HC and LTT HC with AMMPS kit. To determine the weight distribution, ground pressure and center of gravity (CG) locations of the trailer.

E.8.1.1.1 Grade ability and Side Slopes.

E.8.1.1.2 Side Slope. The heavy HMMWV and LTT-HC shall be capable of traversing a 30 percent side slope without slipping or overturning.

E.8.1.1.3 Longitudinal Grade. The heavy HMMWV and LTT-HC trailer shall be capable of ascending/descending a 40% longitudinal grade on dry pavement without slipping or overturning. There shall be no interference between the HMMWV equipped with shelter or soft top and the trailer equipped with a soft top.

E.8.1.2 Safety and HFE. To determine if the trailers present any safety hazards to personnel, equipment, or the environment. To identify any potential HFE issues with the trailers based on guidance from MIL-STD-1472F (Ref 3, App C).

E.8.1.3 Towing Capability. To determine if the LTT trailer is compatible with the HMMWV and other tactical trucks

E.8.1.4 Transportability. The trailers shall meet the following transportability criteria when transported individually and when transported while connected to the HMMWV as specified. The transportability criteria shall be in accordance with (IAW) MIL-STD-209 and

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MIL-STD-1366. The trailers shall be transportable worldwide without restriction by air, marine, rail and US and NATO highway modes.

E.8.1.4.1 Rotary Wing Aircraft Transport. The LTT HC and LTT HC with AMMPS kit, at GVW, shall be tested IAW MIL-STD-913, or otherwise evaluated, for being externally transportable by the specified helicopters. Procedure instructions shall be checked for their adequacy to allow the vehicle to operate unhindered with all lift slings attached and in a ready-to-lift configuration.

E.8.1.4.2 Fixed Wing Aircraft Transportability. The LTT HC and LTT HC with AMMPS kit, individually and in combination with the HMMWV shall be tested, or otherwise evaluated, for internal transport on the specified aircraft. The contractor shall certify to the Government, prior to FPVI, that vehicle components and tiedowns meet restraint criteria in MIL-STD-1791 and MIL-STD-209. DH 1-11 can be used as guidance for internal air transport.

E.8.1.4.3 Rail Transport. The LTT HC and LTT HC with AMMPS Kit shall be tested or otherwise evaluated for compliance to rail impact test requirements of MIL-STD-810, method 516.4, procedure VIII. Trailers shall be tested while coupled to the HMMWV and individually. Following impact testing trailers shall be evaluated for damage and tested for operability. The contractor shall certify that each model meets the GIC outline diagram.

E.8.1.4.4 Marine Transport. The LTT HC and LTT HC with AMMPS kit shall be individually transportable by the LACV-30 and larger vessels IAW MIL-STD-1366.

E.8.1.4.5 Intermodal Containers. The LTT HC and LTT HC with AMMPS kit shall individually meet the dimensional characteristics and gross weight limitations of the American National Standards Institute/International Organization for Transportation in Standardization (ANSI/ISO) containers IAW ISO 688.

E.8.1.4.6 Lifting and Tiedown Provisions. The LTT HC shall be tested IAW MIL-STD-209 for adequacy of tiedown, lifting eyes, instructions for component removal when required for transport, markings on the vehicle at each tiedown and lifting point, and tiedown procedures. The tiedowns and lifting eyes shall be inspected for proper installation. The contractor shall certify to the Government prior to the FPVI that the tiedown and lifting provisions meet the requirements of MIL-STD-209 and MIL-STD-1366.

E.8.1.5 Vertical Step. The trailer when towed behind the HMMWV shall negotiate (ascend and descend) an 18 inch vertical step. The trailer shall have a minimum ground clearance of 16 inches for a distance of 47.5 inches centered at the mid-point between the tires, and a minimum ground clearance of 13 inches for the remaining total distance between and to the inside edge of both tires.

E.8.1.6 Braking. To determine if the service and parking brakes meet the criteria set forth in ATPD-2171A. To determine the stopping characteristics of the vehicle combination on level, paved surfaces while braking from road speeds up to maximum vehicle speed. To determine the holding ability of the service and parking brakes of the test item(s) on longitudinal grades. To determine if the endurance and heat dissipation capability of the combination brake system is adequate at GCW.

E.8.1.6.1 Parking Brake. The parking brake shall be applied independently of the service brake and when applied and with the front landing leg and the rear stabilizer legs lowered shall hold the LTT at GVW on a 40 percent longitudinal grade, headed either upgrade or downgrade, on a dry hard surface that is free from loose material, IAW MIL-STD-1180, requirement 105. The force required to set the brakes under these conditions shall not exceed that which can be applied by a 5th percentile female soldier. The parking brakes shall conform to 49CFR393.41 except it shall not be required to hold the trailer on slopes exceeding 40 percent.

E.8.1.6.2 Service Brake. The trailer shall have inertia brakes which are actuated by forces between the tow pintle of the prime mover and the lunette of the trailer. Under all conditions of loading, the brakes shall control, decelerate and stop the vehicle combination IAW 49CFR393.52 in the forward direction. In addition, the government shall evaluate the combination using the brake test referenced in Section 4.8.29. The brake design shall not require operator preparation prior to backing the trailer.

E.8.1.6.3 Breakaway. The trailer shall be equipped with a breakaway feature which conforms to 49CFR393.43.

E.8.1.7 Steering and Handling. To determine the HMMWV/LTTs curb-to-curb turning diameter. To determine the handling characteristics of the HMMWV/LTT combination.

E.8.1.8 Speed/Oscillation. When towed on level primary roads, the fully equipped trailer towed behind the HMMWV shall be capable of maintaining posted speed limits and conform to Federal Motor Carrier Safety Regulation 393.70 which limits trailer oscillation.

E.8.1.9 Turning Ability. The turning radius of a HMMWV equipped with trailer shall not exceed 25 ft (7.62 m) (50 feet (15.24m) diameter curb to curb) in both directions right and left. Interference between the HMMWV and trailer is not permissible.

E.8.1.10 FAT Quality Control:

One LTT HC and one LTT HC with AMMPS kit shall operate for 1,225 miles over the test courses described below in section E.8.2.1 in addition to performance test.

Endurance:

The Government reserves the right to conduct endurance testing if a failure occurs during the FAT Quality Control test. One LTT HC and one LTT HC with AMMPS kit shall operate for 7,500 miles at 80% Lower Control Limit (LCL) over the test courses below. The contractor shall demonstrate a Mean Miles Between Hardware Mission Failure (MMBHMf) of at least 4,900 miles.

Course	Average Course Speeds		
Max Speeds			
Primary Roads (30%)	50-55 mph	course speed	
Secondary Roads (30%)	25-35 mph	course speed	
Cross Country (40%)	15-20 mph	course speed	

E.8.2 Test Requirements.

E.8.2.1 Course Profiles. The Government intends to conduct the majority of test miles on the courses identified for PVT below. 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.

Courses are defined as follows:

A. Primary Roads: Two or more lanes, all-weather, maintained, hard surface (paved) roads with good driving visibility used for heavy and high-density traffic. These roads have lanes with a minimum width of 108 inches (2.75 M), road crown to 2 degrees, and the legal maximum Gross Vehicle Weight (GVW)/ Gross Curb Weight (GCW) for the country or state is assured for all bridges.

B. Secondary Roads: One or more lanes, all weather, maintained, intended for medium-weight, medium-density traffic. Road surfaces are hard (i.e. somewhat degraded primary roads); or improved (i.e. compacted, graded) gravel, dirt, or rock. These roads have lanes with a minimum width of 96 inches (2.4 M) and no guarantee that the legal maximum GVW/GCW for the country or state is assured for all bridges.

C. Cross Country: Trailer operations over terrain not subject to repeated traffic and where no roads, routes, well-worn trails or man-made improvements exist. (This definition does not apply to trailer test courses which are used to simulate cross-country terrain).

E.8.3 Test Support.

Name of Offeror or Contractor:

E.8.3.1 The contractor shall be responsible for furnishing all maintenance and repair parts and technical support during PVT for the trailers at APG. The Government will provide storage facilities for contractor furnished repair parts at the test site.

E.8.3.2 Product Support Package List (PSPL). The contractor shall prepare and provide a PSPL by e-mail, in contractor format, to the Government 60 calendar days prior to delivery of PVT trailers to the Government test site IAW CDRL A010. The PSPL shall define the support elements required to successfully complete testing:

- a. Parts/Items for repairs and Preventive Maintenance Checks and Services (PMCS) per Technical Manual (TM) 9-2330-392-13&P
- b. Special/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).

E.8.3.3 Product Support Package (PSP). The contractor shall assemble, furnish and ship (to include packing, packaging and transportation) a PSP to the designated test site with the first PVT trailers scheduled for test. The PSP shall consist of items listed on the PSPL. In addition, the contractor shall supply any spare parts or consumable items that are required during Government testing that were not included in the PSP/PSPL. Parts not available at the test site shall be provided by the contractor to the test site within 24 hours of Government notification.

E.8.3.4 The contractor shall provide the Government data collector any errors and inconsistencies discovered in TM 9-2330-392-13&P during test, IAW CDRL A013.

E.8.3.5 Replacement Items - Replacement items required to continue testing, which were not identified or furnished with the PSP 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.8.3.6 Tools and Test Equipment - The contractor shall identify and adopt existing Government tools specified in TM 9-2330-392-13&P and test equipment to the maximum extent feasible. The contractor shall not introduce any new, unique special tools without prior written Government approval IAW CDRL A014.

E.8.4 Test Deficiencies and Failures.

E.8.4.1 A deficiency is defined as a condition that lacks an essential quality or element of Section C.

E.8.4.2 A failure is defined as the condition of not achieving the desired end item or requirement, i.e. an event, or state, in which a system or a component does not perform as specified.

E.8.4.3 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 PCO shall consider appropriate in his or her sole discretion. The contractor shall be responsible for costs and 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.8.4.4 The contractor shall correct on-site any failure of the system attributable to the contractor, which occurs during testing within 48 hours, unless additional time is granted by the PCO. Delays caused by defective test items shall not be a basis for adjustment of the contract delivery schedule or the contract price.

E.8.4.5 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.

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E.8.5 Test Work Authorization Document (TWAD). All desired changes to test trailer hardware or software shall be initiated by a TWAD IAW CDRL A006.

E.8.5.1 The TWAD form shall be submitted in a contractor format IAW CDRL A006.

E.8.5.2 For contractor 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 IAW Section C.3. Concurrently, the contractors ECP shall be referenced in a corresponding Failure Analysis Corrective Action Report (FACAR) as specified in Section E.9.

E.9 Failure Analysis Corrective Action Reports

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 point of contact (POC) for information on the security requirements necessary to view VDLS. The VDLS POC can be obtained from the VDLS website listed in Section E.9.2.2. 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 Test Site Representative (TSR). Upon receipt of a TIR, the contractor shall furnish a FACAR IAW CDRL A007.

E.9.2 FACAR Submission.

E.9.2.1 FACAR submission shall be IAW CDRL A007.

E.9.2.2 Reserved.

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 IAW CDRL A007. 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 Section E.9.2.3
- 3rd line - Relevant content/date of the latest Government Corrective Action Review Board (CARB) Notification (if provided)
- 4th line - Content as described in Section E.9.2.7
- 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.

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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 106: 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).
- 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 107: 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 number. If the TWAD is implemented into production, TWADs shall have an associated ECP# unless otherwise authorized by the CARB.

E.9.2.7.3 Data Block 108: 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 109: 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 If the Government CARB determines that a FACAR fails to address the criteria stated in E.9.2.7, the FACAR shall be rejected and a revised FACAR must be submitted.

E.9.4.1 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.

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E.9.5 FACAR Revisions.

E.9.5.1 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.9.5.2 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.9.5.3 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.9.6 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 tagging 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.9.7 TIR Revisions. TIR Revisions, as annotated in Data Block 1, shall be handled in the same manner as stated in Section E.9.1 through E.9.4.

E.10 Test Meetings

E.10.1 CARB Meetings. The general purpose of the CARB is to determine the adequacy and effectiveness of the contractor's FACARs (CDRL A007). 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.10.1.1 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.10.1.2 CARB Decision. The official notification of Government CARBs decision will be provided to the contractor via written correspondence ten business days after the general CARB meeting convenes.

E.11 Production Quality: The production quality inspection and test requirements are specified below:

E.11.1 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 FIR.

E.11.2 Control Test (CT). The contractor shall perform a Control Test on one trailer per month on a trailer that was produced within that month. Each CT trailer shall be examined for defects and CT shall consist of a 50 mile road test on a primary road as defined in ATPD 2171A with a full payload. The CT shall be conducted and documented using the Government approved FIR.

E.11.3 Refurbishment of Test Trailers. Following completion of PVT, the test trailers shall be shipped back to the contractors facility for inspection and refurbishment. The refurbishment shall include all necessary repairs to restore the trailers back to the product baseline. The contractor shall perform a complete Technical Inspection (TI) of the trailers with PD LTV and DCMA representatives present. TIs will be recorded on DA Form 2404, Equipment Inspection and Maintenance Worksheet. A copy of the completed DA 2404 for each trailer, by serial number, with all components, items, assemblies, parts to be repaired and/or replaced shall be submitted to the DCMA representative. The refurbishment shall be complete 90 calendar days after First Article Approval.

E.12 Changes in Manufacturing. After First Article Approval specified in Section E.2.1, the contractor shall not make changes in

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materials, manufacturing methods, approved subcontractors or processes, or facilities without approval of the PCO. In the event of such changes, the Government reserves the right to require additional FAT at no cost to the Government in order to validate that the changes have not adversely affected trailer performance.

E.13 Product Quality Deficiency Reports

E.13.1 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 IAW Army Regulation 702-7 and CDRL A005.

E.13.1.1 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.13.2 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.
- f. Develop and implement permanent corrective action.
- g. Document corrective action.
- h. Assess the corrective action effectiveness.

E.13.3 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 the ECP shall not be incorporated into production.

E.13.4 PQDR Corrective Actions.

E.13.4.1 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 business days.

E.13.4.2 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 calendar days.

E.14 Quality Management System (QMS)

E.14.1 The contractor shall maintain a QMS International Organization for Standardization (ISO) 9001:2015 or equivalent system including the minimum elements described in E.14.1.1. The contractor shall develop a quality manual that details how each element of the QMS is

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met, maintained, reviewed and updated as per ISO 9001:2015 or better. The contractor developed manuals and procedures shall be maintained in an electronic database easily accessible by DCMA within the prime contractor's facility. The contractor's compliance with the 100% Final Inspection of the end item per Section E.4 is accomplished by in-process inspections of identified FIR characteristics combined with the final completed trailer inspections.

E.14.1.1 If the contractor becomes unregistered from their QMS or pursues higher level quality standards to a different automotive voluntary consensus standard per 15 U.S.C. 272, the contractor shall maintain minimum QMS standards identified in this section. The contractors QMS minimum standard shall mirror requirements of ISO 9001:2015 or better throughout the duration of the contract. Minimum QMS standard elements shall include:

- a. Quality Management Work Instructions and Procedures and Process Flow Diagrams
- b. Monitor, Measure, Analyze, Control and Improve Processes
- c. Product Variation Reduction and Control
- d. Measure/Verify Product Conformity
- e. Establish Mechanisms for Field Product Performance Feedback IAW E.9 and other contractor mechanisms
- d. Implement an Effective Root-Cause Analysis and Corrective Action System

E.14.2 In-Process Inspections. The contractor shall perform in-process inspections to ensure that the components remain in compliance with technical requirements. In-process inspection points shall be set-up where the absence of such inspections could adversely affect component or system quality, and shall be at a point when the accessibility of a down component is not impaired by the assembly of another component. Inspections shall be documented in the appropriate section of the FIR and used to evaluate the conformance of materials, welding, workmanship and processes to technical requirements.

E.15 Weld Management System (WMS)

E.15.1 Weld System Management. The contractor shall manage all weld related activities (i.e. Welder, Weld operator, Inspector, Nondestructive Testing (NDT) inspector and trainer) IAW with standard industry practices such as American National Standards Institute (ANSI) / American Welding Society (AWS) / Canadian Welding Bureau (CWB). If the contractor has an internal system the PCO will determine if it is acceptable.

E.15.2 Inspection Criteria for Weldments

- a. Visual inspection of all welds IAW standard industry practices ANSI/AWI D1.1.
- b. All additional weld inspection and sampling will be in accordance to standard industry practices ANSI/AWS/CWB or equivalent.
- c. The contractor shall present a NDT weld inspection sampling plan for Government approval IAW CDRL A003.
- e. Welder self-verification does not meet inspection requirement for visual inspection.

E.15.3 Weld Inspector Qualification. The contractor shall use qualified inspectors trained to perform inspection functions for the verification of weld quality. The contractor shall ensure that the inspectors meet at least one of the following conditions:

- a. Current certification IAW the AWS, Certified Welding Inspector (CWI) or Senior Certified Welding Inspector (SCWI), qualified and certified IAW provisions of AWS QC1 Specification for Certification of Welding Inspectors.
- b. Current certified welding inspectors qualified by the Canadian Welding Bureau (CWB to Level II or the Level III requirements of the Canadian Standards Association (CSA) Standard W 178.2 Certification of Welding Inspectors.
- c. AWS Certified Associate Welding Inspector under the supervision of a CWI or a CWB Level III.
- d. An individual who, by AWS/AWS like training or inspection experience, or both, in welding, metal fabrication, inspection and testing, is competent to perform inspection of the work.

E.15.4 The contractor shall make available all welder, weld inspector, Procedure Qualification Record (PQR) and Welding Procedure Specification (WPS) qualification records for review upon request by the Government by the close of business of the day the request was made.

E.16 INSPECTION AND ACCEPTANCE POINTS: ORIGIN

Name of Offeror or Contractor:

CLINs 0011 - 0015

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)

ACCEPTANCE POINT:

Name) (CAGE)

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

E.16.1 INSPECTION AND ACCEPTANCE POINTS: ORIGIN

CLINs 0021 - 0025

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)

ACCEPTANCE POINT:

Name) (CAGE)

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

E.17 REQUIREMENTS FOR PRETREATMENTS AND CHEMICAL AGENT RESISTANT COATINGS LOCAL WARREN - PAINTED MATERIEL

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Name of Offeror or Contractor:

(a) Scope

(1) This clause applies to contracts requiring Chemical Conversion Coatings and Pretreatments for Metallic Substrates, Chemical Agent Resistant Coating (CARC), and their related materials. The requirements in this clause clarify and supplement those in the contract, unless nullified elsewhere in the contract or through an approved Request for Deviation.

(2) Coating qualification, spot paint repair, and MIL-DTL-16232 Phosphate Coating, Heavy, Manganese or Zinc Base coatings are not within the scope of this clause.

(b) Definitions

(1) The contracting agency, appropriate agency, procuring authority, engineering authority, procuring agency, and procuring activity is the PCO or designee.

(2) The prime contractor is the company awarded this contract, and the subcontractors comprise all companies involved in providing coated parts to the prime contractor, including companies that apply the coatings.

(c) General Requirements Clarifications

(1) The government retains the right for onsite verification of the prime contractors and its subcontractors products, processes, procedures, and test reports.

(2) The prime contractor shall be responsible for itself and its subcontractors to produce and maintain detailed process control plans, process control data, pre-production approval testing, ongoing quality control & quality control testing, and test reports. This information shall be available upon government request.

(3) The prime contractor shall immediately notify the PCO and the Defense Contract Management Agency (DCMA) of any failure to meet preproduction and production requirements.

(4) Each cleaning method shall be treated as a separate step in the process documentation.

(5) The Gage Repeatability and Reproducibility (Gage R&R) error shall be less than 30 percent for all process and product measurement systems.

(6) Products with hexavalent chromium, including but not limited to certain fastener finishes, shall not be used. Additionally,CARC topcoats containing siliceous additives to control gloss are prohibited.

(7) CARC primer and CARC topcoat shall not be applied directly to bare metal or plastic, except as provided for in MIL-DTL-53072.

(8) If the contract specifies application of CARC materials over a non-CARC coating, then both CARC primer and CARC topcoat are required. The complete coating system shall meet the requirements for CARC defined in TT-C-490.

(9) Neutral salt spray (NSS) testing shall not be used to validate compliance with materiel life cycle requirements; NSS is a production quality test and does not predict field performance.

(d) Pre-Production Approval Clarifications

(1) Pre-production testing shall include:

- (i) Thickness of each layer of the coating system;
- (ii) Coating system adhesion;
- (iii) Salt spray performance; and
- (iv) For phosphate pretreatments, the phosphate coating weight, crystal size and shape, and scanning electron microscope photos of the

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phosphate coatings at 500x and 1000x magnification.

- (2) Pre-production test samples shall be from the material used for production parts, pieces cut from production representative parts, or production representative parts. Standardized test coupons shall not be used.
- (3) Nine samples shall be produced for the required testing and shall include: three cleaned and pretreated test samples, three samples with the complete paint system and, depending on the CARC paint system, either three samples with pretreatment plus primer or three samples with metal-rich primer plus primer.
- (4) One or more ISO 17025 laboratories shall conduct pre-production testing on the nine test samples in accordance with (IAW) the applicable test method accreditations. The applicable ISO 17025 test method accreditations include ASTM B117 Salt Spray, ASTM B244 Thickness of Non-Conductive Coatings on Non-Magnetic Metals, ASTM B487 Measurement of Metal and Oxide Coating Thickness, ASTM B499 Thickness of Non-Conductive Coatings on Magnetic Metals, and ASTM D3359 Measuring Adhesion by Tape Test.
- (5) Unless required elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.
- (6) Test procedures shall be submitted IAW the Contract Data Requirements List (CDRL) DI-NDTI-80603 documenting Pretreatment and Chemical Agent Resistant Coating procedures when this CDRL is included in the contract.
- (7) Test reports from the ISO 17025 accredited labs shall be submitted for Pretreatment and Chemical Agent Resistant Coating testing specified in paragraph (d)(4) of this clause IAW the Contract Data Requirements List (CDRL) DI-NDTI-80809 when this CDRL is included in the contract.
- (e) Production Testing Clarifications
- (1) At a minimum, ongoing production quality tests shall conducted and recorded daily for coating adhesion and coating thickness, and monthly for salt spray testing. Use of ISO accredited laboratories is optional for these ongoing tests of production parts.
- (2) Production parts or pieces cut from production parts shall be used for ongoing production quality testing. Standardized test coupons shall not be used.
- (3) Unless specified elsewhere in the contract and specifications, the CARC coating system applied to hot and cold rolled steel shall meet a minimum of 336 hours neutral salt spray resistance IAW ASTM B117.

END OF INSTRUCTIONS

*** END OF NARRATIVE E0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	FEB/2006
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-8	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
F-9	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-10	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-11	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-12	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-13	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-14	52.211-8	TIME OF DELIVERY	JUN/1997

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT (DACA)
0011---0015	2905 LTT-HC	180 days DACA & continue at a rate of 30 per month
0021---0025	2405 AMMPS Integration Kit	180 days DACA & continue at a rate of 30 per month
0026	2 FAT LTT-HC	180 days
0027	1 FAT AMMPS Integration Kit	180 days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFERORS PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
---	---	---
---	---	---

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time

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available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractors date of receipt of the contract or notice of award by adding

- (1) five calendar days for delivery of the award through the ordinary mails, or
- (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term working day excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.
- (End of Clause)

F-1552.247-60GUARANTEED SHIPPING CHARACTERISTICSJAN/2017

CLINs: 0011 - 0015

(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 (line item) to be shipped in carriers equipment.

- (2) To be completed by the Government after evaluation but before contract award:
- (i) Rate used in evaluation _____;

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

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

(End of Clause)

F-15.1 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS JAN/2017

CLINs: 0021 - 0025

(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 (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 _____.

(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

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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-16 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION MAR/2016

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459 .

"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.

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

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

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

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

(c) Unique item identifier.

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

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

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

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

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

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

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and

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storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or

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

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

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

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

(ii) The issuing agency code--

- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and

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Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

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

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

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

** Once per item.

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

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

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- (2) Embedded items shall be reported by one of the following methods--
- (i) Use of the embedded items capability in WAWF;
 - (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/> ; or
 - (iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
- (g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

F.1 FOB Origin CLINs 0011 - 0015

Delivery on F.O.B. origin offers will be F.O.B. Carriers equipment, wharf, or freight station, at the Governments option, at or near:

- (1) Contractor's Plant: _____
(City) (State) (Zip) (County)
- (2) Subcontractors Plant: _____
(City) (State) (Zip) (County)

F.1.1 FOB Origin CLINs 0021 - 0025

Delivery on F.O.B. origin offers will be F.O.B. Carriers equipment, wharf, or freight station, at the Governments option, at or near:

- (1) Contractor's Plant: _____
(City) (State) (Zip) (County)
- (2) Subcontractors Plant: _____
(City) (State) (Zip) (County)

F.2 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS

- (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)

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(3) Facilities for shipping by water

- ☐ are
- ☐ are not

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

(4) Facilities for shipping by motor

- ☐ are
- ☐ are not

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

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

RAIL:	/Unit	MOTOR:	/Unit	WATER:	/Unit
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CAUTION: Give the cost of Reimbursable Loading Charge (not already included 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 there is no fill in provided for an additional charge for rail shipment above (a)(5), the contractor agrees that the contract price already includes all charges for such shipments, therefore shipment by rail will result in any additional cost to the Government.

F.3 Guaranteed Shipping Characteristics

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

- a. To calculate Lbs in item (ix) above: [(v) x (vii)] + (viii)
- b. To calculate Cube in item (ix) above: provide length, width and height of loaded pallet in inches. This should be greater than item (iii).

END OF INSTRUCTIONS

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018
(a) Definitions. As used in this clause--			
"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.			
"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).			
"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.			
"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.			
(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.			
(c) WAWF access. To access WAWF, the Contractor shall--			
(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov ; and			
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.			
(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/ .			
(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.			
(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:			
(1) Document type. The Contractor shall submit payment requests using the following document type(s):			
(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.			
(ii) For fixed price line items--			
(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.			
Combo			
(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.			
Combo			
(iii) For customary progress payments based on costs incurred, submit a progress payment request.			
(iv) For performance based payments, submit a performance based payment request.			
(v) For commercial item financing, submit a commercial item financing request.			
(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.			
[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]			

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W56HZV
Admin DoDAAC	TBD
Inspect By DoDAAC	See Schedule
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	Contact ACO
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

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(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

G.1 Transportation Account Code (TAC) for FOB Origin Shipment

DCMA: The TAC to use in GBL preparation for shipments made under this contract is AUER.

G.2 DFAS Payment Instructions

Contract/Order Payment Clause:	Type of Payment Request:	Applicable to:
52.212-4 (Alt I) Contract Terms and Conditions Commercial Items;	Cost Voucher	Supply; Service
52.216-7, Allowable Cost and Payment;		
52.232-7, Payments under Time-and-Materials and Labor- Hour Contracts		

PAYMENT OFFICE ALLOCATION METHOD:

Name of Offeror or Contractor:

Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

Contract/Order	Type of	
Payment Clause:	Payment Request:	Applicable to:
52.232-1, Payments;	Invoice	Supply; Service

52.232-2, Payments
under Fixed-Priced
Research and Development
Contracts;

52.232-3, Payments under
Personal Service Contracts;

52.232-4, Payments under
Transportation Contracts and
Transportation-Related Services
Contracts;

52.232-6, Payments under
Communication Service Contracts
with Common Carriers

PAYMENT OFFICE ALLOCATION METHOD:

Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.

Contract/Order	Type of	
Payment Clause:	Payment Request:	Applicable to:
52.232-5, Payments	Construction	Construction
under Fixed-Price	Payment	
Construction	Invoice	
Contracts		

PAYMENT OFFICE ALLOCATIONS METHOD:

Line item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.

Contract/Order	Type of	
Payment Clause:	Payment Request:	Applicable to:
52.232-16,	Progress Payment*	Supply; Service
Progress Payments		

PAYMENT OFFICE ALLOCATIONS METHOD:

Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the contract price shall reflect the fixed price portion of the contract per FAR 32.501-3.

Contract/Order	Type of	
Payment Clause:	Payment Request:	Applicable to:

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Name of Offeror or Contractor:

52.232-29, Terms Commercial Item Supply; Service
for Financing Financing*
of Purchases
of Commercial Items;

52.232-30, Installment
Payments For Commercial Items

PAYMENT OFFICE ALLOCATIONS METHOD:
Specified in approved payment. The Contracting Officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207-(b)(2) and 32.1007(b)(2).

Contract/Order Type of
Payment Clause: Payment Request: Applicable to:

52.232-32, Performance-Based* Supply; Service
Performance-Based
Payments

PAYMENT OFFICE ALLOCATIONS METHOD:
Specified in approved payment. The Contracting Officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207-(b)(2) and 32.1007(b)(2).

Contract/Order Type of
Payment Clause: Payment Request: Applicable to:

252.232-7002, Progress Payment* Supply; Service
Progress Payments
for Foreign Military
Sales Acquisitions

PAYMENT OFFICE ALLOCATIONS METHOD:
Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

* Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contracting financing clause (i.e., progress payments, performance-based payments, or commercial item financing).

*** END OF NARRATIVE G0001 ***

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL

(a) The requirement entitled FIRST ARTICLE APPROVAL (52.209-3 or 52.209-4) in Section E of this solicitation may be waived by the Government, provided that the offeror meets the conditions outlined below.

(1) Offerors who intend to request a waiver or partial waiver of the First Article Test must provide sufficient information in order for the Government to determine whether the request is to be approved. If the offeror intends to request a waiver, a First Article Waiver Worksheet must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found in Section J Attachments of this solicitation. The offerors request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the offeror, the Government may request additional information

(2) Offerors should not assume that the FAT waiver request will be granted even if the completed worksheet and any supporting information is submitted to the Government.

(3) The worksheet and any additional supporting documentation is part of your quote/offer and must be submitted as part of the response to this solicitation on Company letterhead and signed by an agent of the Company.

(4) The offeror may request a waiver for only a portion of the First Article Test, such as a vibration test or a salt water spray test, or the test on a component or subassembly of the procured item.

(5) The offeror shall list specifically on the worksheet, by technical data package reference, that portion of the test requested to be waived. The references shall include but may not be limited to the following as applicable:

(i) Identification of the specification or standard along with the specific specification or standard paragraph(s)

(ii) Identification of the drawing with specific references to the drawing notes.

(iii) Identification of the Quality Assurance Provision (QAP), or Quality Assurance Requirement (QAR) or Supplemental Quality Assurance Provision (SQAP) with specific references to the specific paragraph.

(6) Supporting documentation.

(i) The request for waiver must be accompanied by documentation in support of the request. The documentation may include information such as the following; (1) Copy of the Administrative Contracting Officers (ACOs) or Procuring Contracting Officers (PCO) letter approving a First Article Test report on a recent contract for the same or similar item. (2) Copy of a First Article Test report for the same or a similar item as that herein solicited. (3) Copy of an ACO or PCO letter approving a prior waiver request. (4) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

(ii) If a copy of a First Article Test report is submitted in support of a request for waiver under this solicitation, the test report must have been approved and signed by an authorized representative of the Government.

(iii) The FAT report and all supporting documentation should be submitted by electronic media and should accompany the offerors proposal. If the FAT report and supporting documentation cannot be transmitted by electronic media, the offeror shall contact the PCO for further instruction.

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(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.

(c) Note: Cost considerations shall apply for approving a waiver or a portion thereof of a First Article Test.

(d) First Article Waiver Worksheet Attachment 0014

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN/2020
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2020
I-13	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-14	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-15	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
I-16	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG/2019
I-17	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN/2020
I-18	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-19	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-20	52.210-1	MARKET RESEARCH	JUN/2020
I-21	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-22	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-23	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/2020
I-24	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-25	52.215-14	INTEGRITY OF UNIT PRICES	JUN/2020
I-26	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2020
I-28	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT	JUN/2020
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-30	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-31	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN/2020
I-32	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT/2020
I-34	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT/2015
I-35	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-36	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN/2020
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-38	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-41	52.232-1	PAYMENTS	APR/1984
I-42	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-43	52.232-11	EXTRAS	APR/1984

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I-44	52.232-17	INTEREST	MAY/2014
I-45	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-46	52.232-25	PROMPT PAYMENT	JAN/2017
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-48	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-49	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-50	52.233-1	DISPUTES	MAY/2014
I-51	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-52	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-55	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT/2020
I-56	52.245-1	GOVERNMENT PROPERTY	JAN/2017
I-57	52.245-9	USE AND CHARGES	APR/2012
I-58	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-59	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-60	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-61	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-62	52.248-1	VALUE ENGINEERING	JUN/2020
I-63	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-64	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-66	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-67	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-68	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-69	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-70	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-71	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-72	252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	FEB/2019
I-73	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-74	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
I-75	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-76	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	DEC/2019
I-77	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-78	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-79	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-80	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	DEC/2017
I-81	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2017
I-82	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2020
I-83	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
I-84	252.225-7013	DUTY-FREE ENTRY	APR/2020
I-85	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-86	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-87	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-88	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
I-89	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-90	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-91	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-92	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-93	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
I-94	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-95	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-96	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-97	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-98	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016

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I-99	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN/2012
I-100	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-101	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-102	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-103	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-104	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-105	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-106	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT/2020
I-107	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-108	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-109	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC/2017
I-110	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-111	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN/2012
I-112	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 3, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of 750;
- (2) Any order for a combination of items in excess of 750; 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-113	52.216-22	INDEFINITE QUANTITY	OCT/1995
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(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 Contractor's and Government's 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 five and one half (5 1/2) years after contract award.

(End of Clause)

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I-114 52.232-16 PROGRESS PAYMENTS (DEVIATION 2020-00010) JUN/2020

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 90 percent of the Contractor's 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 Federal Acquisition Regulation (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 and will be paid to subcontractors--
 - (i) In accordance with the terms and conditions of a subcontract or invoice; and
 - (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
 - (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
 - (i) The Contractor's 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 Contractor's 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 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 90 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 90 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.

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(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 Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

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

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

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (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 Officer's 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 Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

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

- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

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

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administration of this clause.

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

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

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

(3) Each Contractor request for progress payment shall:

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

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

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments, and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(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 Government's 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 of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this 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 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.

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(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

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

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the 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 Parts 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 FAR 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 -1- 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 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 indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under

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individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

I-115 252.216-7006 ORDERING SEP/2019

- (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 five 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 Data 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-116 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT JUN/2020

- (a) Definitions. As used in this clause--
 - "Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.
 - "Full cooperation"--
 - (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;
 - (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--
 - (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
 - (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
 - (3) Does not restrict a Contractor from--
 - (i) Conducting an internal investigation; or
 - (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
 - "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).
 - "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
 - "Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.
 - "United States," means the 50 States, the District of Columbia, and outlying areas.
 - (b) Code of business ethics and conduct.

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(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

- (i) Have a written code of business ethics and conduct; and
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

- (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

- (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.
- (ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

- (i) The Contractors internal control system shall--
 - (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

- (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
- (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.
- (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the

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Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

- (1) Monitoring and auditing to detect criminal conduct;
- (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.
- (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.
- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-11752.204-19INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONSDEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-11852.219-6NOTICE OF TOTAL SMALL BUSINESS SET-ASIDEMAR/2020

(a) Definition. "Small business concern," as used in this clause, 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 size standards in this solicitation.

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

(1) Contracts that have been totally set aside for small business concerns; and

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(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement.

(1) For a contract or an order at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract or an order exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall--

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(3) Paragraphs (d)(1) through (2) of this clause do not apply to construction or service contracts.

(End of clause)

I-119 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION MAY/2020

(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 (d) 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 any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award

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contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards> .

(e) 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.

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

(g) 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 (f) or (h) of this clause.

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

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code ____ assigned to contract number ____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern.[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

I-120 52.222-35 EQUAL OPPORTUNITY FOR VETERANS JUN/2020
(a) Definitions. As used in this clause--

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-121 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUN/2020
(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-122 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.

<p>Material (If none, insert None)</p>	<p>Identification No.</p>
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-123 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL JUN/2016
HYDROFLUOROCARBONS

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" 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 that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) 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

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(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.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

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

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is 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-127 252.223-7001 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

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this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT

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

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

(End of clause)

I-128 252.232-7004 DOD PROGRESS PAYMENT RATES (DEVIATION 2020-00010) MAR/2020
If the Contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Undefinitized Contract Actions) to 95 percent.

(End of clause)

I-129 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (DEVIATION 2020-00004) FEB/2020
(a) Definitions. As used in this clause--

"Government property" is defined in the clause at FAR 52.245-1, Government Property.

"Loss of Government property" means unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Governments expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to--

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Unit acquisition cost" means--

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For Contractor-acquired property, the cost derived from the Contractors records that reflect consistently applied, generally acceptable accounting principles.

(b) Reporting loss of Government property.

(1) The Contractor shall use the Property Loss Function in the Government Furnished Property (GFP) Module of the Procurement Integrated Enterprise Environment (PIEE) for reporting loss of Government property. Reporting value shall be at unit acquisition cost. Current PIEE users can access the GFP Module by logging into their account. New users may register for access and obtain training on the PIEE home page <https://wawf.eb.mil/piee-landing> .

(2) Unless otherwise provided for in this contract, the requirements of paragraph (b)(1) of this clause do not apply to normal and reasonable inventory adjustments, i.e., losses of low-risk consumable material such as common hardware, as agreed to by the Contractor and the Government Property Administrator. Such losses are typically a product of normal process variation. The Contractor shall ensure that its property management system provides adequate management control measures, e.g., statistical process controls, as a means of managing such variation.

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(3) The Contractor shall report losses of Government property outside normal process variation, e.g., losses due to--

(i) Theft;

(ii) Inadequate storage;

(iii) Lack of physical security; or

(iv) "Acts of God."

(4) This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRLS)	20-MAR-2020	016	EMAIL
Attachment 0001	LIGHT TACTICAL TRAILER HEAVY CHASSIS, REVISION K	18-FEB-2020	483	DATA
Attachment 0002	ADVANCED MEDIUM MOBILE POWER SOURCES KIT, REVISION E	16-DEC-2015	071	DATA
Attachment 0003	SAMPLE IUD DRAWING 12331752	22-DEC-2019	001	EMAIL
Attachment 0004	CAMO PAINT, 13228E1727	20-JUN-2005	005	EMAIL
Attachment 0005	AUTOMOTIVE TANK PURCHASE DECRIPTION 2171 A, REVISION 2171A	16-MAY-2013	032	DATA
Attachment 0006	PRICE EVALUATION WORKBOOK	29-APR-2020	006	EMAIL
Attachment 0007	TECHNICAL MANUAL 9-2330-392-13&P	07-DEC-2012	484	EMAIL
Attachment 0008	GOVERNMENT FURNISHED PROPERTY TRACKER	08-JUN-2020	003	EMAIL
Attachment 0009	ADDITIONAL GUIDELINES FOR CUI	21-APR-2017	002	DATA
Attachment 0010	ARMORING SYSTEMS SECURITY CLASS GUIDE	07-NOV-2017	046	DATA
Attachment 0011	JPO JLTV OPSEC PLAN	27-FEB-2017	014	DATA
Attachment 0012	PAST PERFORMANCE QUESTIONAIRE	31-MAR-2020	008	EMAIL
Attachment 0013	USE OF EXISTING GOVERNMENT FURNISHED PROPERTY	07-FEB-2020	001	EMAIL
Attachment 0014	FIRST ARTICLE - WAIVER WORKSHEET	01-SEP-2015	003	EMAIL
Attachment 0015	OFFEROR COMPLIANCE CHECKLIST TOOL	08-JUN-2020	001	EMAIL

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

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

For FAR clauses: <https://www.acquisition.gov/>
For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	JUN/2020
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-4	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
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	MAR/2020

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

(2) The small business size standard is -2-.

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

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

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

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7,

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System for Award Management.

- (v) 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.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 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.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (x) 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.
- (xvi) 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.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDAdesignated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

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(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 \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).

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

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

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

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(End of provision)

K-8 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS APR/2020
Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

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

☐ Use with Alternate I.

☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

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

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___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

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

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

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

(End of provision)

K-9 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT AUG/2020

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued W56HZV-20-R-0089</p> <p style="text-align: center;">PIIN/SIIN MOD/AMD</p>	<p style="text-align: right;">Page 94 of 111</p>
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head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K-1052.207-4ECONOMIC PURCHASE QUANTITY-SUPPLIESAUG/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.

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

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

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

(End of Provision)

K-1152.209-7INFORMATION REGARDING RESPONSIBILITY MATTERSOCT/2018

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

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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 FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> .

(End of provision)

K-12 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION JUL/2020

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/> ; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/> ; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

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(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--
 - (i) Waived application under U.S.C. 2593e(d) or (e); or
 - (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K-13 52.225-18 PLACE OF MANUFACTURE AUG/2018

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

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;

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- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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-14 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION DEC/2019

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

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(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

K-15 252.225-7974 REPRESENTATION REGARDING PERSONS THAT HAVE BUSINESS OPERATIONS WITH FEB/2020
THE MADURO REGIME (DEVIATION 2020-00005)

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

"Agency or instrumentality of the government of Venezuela" means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela."

"Business operations" means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Government of Venezuela" means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

"Person" means--

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror--

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-5	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-6	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2017
L-7	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-8	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-9	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-10	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-11	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-12	252.215-7008	ONLY ONE OFFER	JUL/2019
L-13	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-14	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2020
L-15	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-16	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

L-17	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command - Detroit Arsenal - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Detroit Arsenal, 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-18 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS MAY/2014
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 <https://assist.dla.mil/online/start/>
- (2) Quick Search <http://quicksearch.dla.mil/>
- (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 <https://assist.dla.mil/wizard/index.cfm>
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-19 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

L-20 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)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 General Proposal Information: This section contains general proposal submissions instructions as well as specific proposal requirements for the Light Tactical Vehicle, Light Tactical Trailer Heavy Chassis (LTT HC) Program. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation (e.g. SF 33 Box 12)

L.1.1 The offeror's proposal, subject to the Submission, Modification, Revision and Withdrawal paragraph of FAR 52.215-1, Instructions to Offerors Competitive Acquisition, shall be submitted in the format and quantities as set forth below. All information necessary for the review and evaluation of a proposal is to be contained in the proposal volumes set forth below. Section M of the solicitation sets forth the evaluation criteria and delineates the Factors to be evaluated. The offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of this solicitation. The Government will not assume the offeror possesses any capability,

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understanding, or commitment not specified in its proposal. It is an offeror's responsibility to submit a well-written proposal with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the RFP requirements to allow for a meaningful evaluation. The Government does not assume the duty to search for data to cure problems it finds in proposals.

L.1.2 Minimum Acceptance Period.
Acceptance Period 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.

L.1.2.1 In accordance with FAR 52.215-1, the Government specified minimum acceptance period is 300 calendar days.

L.1.2.2. The offeror shall clearly state in its proposal Administrative volume the acceptance period. Offerors may specify a longer acceptance period than the Government's minimum acceptance period stated above.

L.1.2.3. An offer allowing less than the Government's minimum acceptance period may be rejected.

L.2 Proposal Content, Format and Instructions

L.2.1 Proposal Content:

L.2.1.1 All proposals shall be in English (American Standard) and shall be in US dollars. Proposals not in English or in US Dollars may be rejected. The proposal shall include all information specified and shall address all requirements outlined in Section L. The offeror's proposal shall be -organized in the following volumes:

Volume	
Number	Title
Volume 1	Past Performance
Volume 2	Price
Volume 3	Administrative

L.2.1.2 A Proposal Executive Summary or transmittal letter is optional. It will neither be considered as part of the volumes required, nor will it be evaluated. If a Proposal Executive Summary is submitted, it must be submitted as part of the Administrative volume above and it should be no more than four pages in length.

L.2.1.3 CLAUSE FILL-INS: Some clauses require the Offeror to fill in information. Please pay particular attention to 52.247-60 Shipping Point(s) Used in Evaluation of FOB Origin Offers, E.16. INSPECTION AND ACCEPTANCE POINTS: ORIGIN, and F.2 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS as that information will be used by the Government to calculate transportation costs.

L.2.2 Proposal Method of Submission, Format and Instructions

L.2.2.1 Method of Submission:

Electronic proposals submitted via E-mail or Fax, and hardcopy proposals will NOT be accepted. Hand-carried offers, whether hardcopy or electronic, will NOT be accepted.

Offerors are required to submit proposals electronically, via DoD Secure Access File Exchange (SAFE) in accordance with the following Proposal Submission Instructions and Process. Use of DoD SAFE requires the offerors understanding and consent of DoD SAFE's user behavior guidelines and all terms of use. This RFP requires use of a one-time submission code provided by the Government for tracking purposes outlined in Proposal Submission Instructions and Process below. Offerors with CAC cards may not submit a proposal via DoD SAFE without a Government provided submission code.

NOTE: In accordance with FAR 15.208, it is the responsibility of the Offeror to ensure the proposal is received by the date and time specified on the cover page of this solicitation in accordance with the Instructions below. The DoD SAFE submission code is a one-time code. Therefore, Offerors should allow adequate time to request, receive, and input the code multiple times in case there is a problem with submittal of the proposal. Please note that when submitting through DoD SAFE, it will take time to upload the proposal submission; size and content may be factors, therefore offerors are strongly cautioned when submitting proposals to allow adequate time for submission

Proposal Submission Instructions and Process:

Step 1 (Offeror): Offerors shall email Helene Bell (email: helene.m.bell.civ@mail.mil) of their intent to submit a proposal and request a DoD SAFE Drop Off code. Unless otherwise specified in the request, the Government will use the email account from the request to process a Drop-Off Request.

NOTE 1: It is recommended that this request is submitted no sooner than 14 days (Drop Off Requests are only valid for 14 days), and no later than 72 hours, prior to proposal due date and time.

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NOTE 2: The current file limit for Drop Off is 25 files. If the offeror intends to submit more than 25 files, it is the offerors responsibility to request a 2nd Drop Off code with its request.

Step 2 (Government): The Government will send a one-time submission code through the Request A Drop-Off feature of DoD SAFE. For tracking purposes, the Government will only provide this to a single email account on behalf of the offeror.

Step 3 (Offeror): The Offeror will receive an email from the DoD SAFE with a link and a one-time submission code must be used to submit a proposal for this solicitation. The offeror opens the link and Adds Files.

Step 4: The Offeror shall ensure that all Recipients listed in Step 1 are included in the File Drop Off Submission. DoD SAFE will default to adding only the Recipient that initiated the File Drop-Off Request.

Step 5 (Offeror): The offeror submits files by clicking Drop-off File. Proposal submission does not occur until the Drop-off File occurs.

NOTE 3: It is highly recommended that the offeror take a screen shot of the Drop Off Completed screen and email it to Helene Bell (email: helene.m.bell.civ@mail.mil)

Step 6 (Offeror): If the offeror needs to update its submission prior to the RFP closing date, it shall follow the same steps outlined above.

L.2.2.2 Proposal Format and Instructions

L.2.2.2.1 Each submitted File shall be labeled and named so it is identifiable for which volume it pertains (example: Volume 2, Price Factor)

L.2.2.2.2Electronic Files. The proposal electronic file name should not exceed 50 characters in length (not including the file extension). Ensure the file name does not contain any periods.

L.2.2.2.3 Unless otherwise specified, it is recommended that the proposal be formatted for 8.5 inch x 11 inch paper with a minimum font size of 10 pt. and with a minimum of 0.5 margins. Schedules, drawings and other documents more appropriate to larger size should be formatted for no larger than 8.5 inch x 14 inch dimensions.

L.2.2.2.4 Provide spreadsheets that include all formulas, function, macros, computations, or equations used to compute the proposed amounts. For each workbook, all Rows, Columns, Cells, and Worksheets are to be visible. Do not include Zero height and zero width rows and columns in Worksheets. Do not format Worksheet cells with the font color equal to the fill color. If Workbooks or Worksheets are password protected, then the passwords must be provided. Do not submit Print image files or pictures or files containing only values. Failure to provide fully functional excel spreadsheets in the proposal may result in the proposal being rejected (See Section M.2.1 (a)).

L.2.2.2.5 The offeror shall make every effort to ensure that the proposal is virus-free. Proposals (or portions thereof) submitted which indicate the presence of a virus, or which are otherwise rendered unreadable by damage in electronic transit, shall be treated as "unreadable" as described in FAR 15.207(c).

L.2.2.2.6 Included in this RFP is Attachment 0015. This attachment is provided an optional checklist to assist the offeror in the preparation of their submittal and is NOT an official Government document nor an extensive list of all proposal requirements in the RFP. This checklist is not intended to be, nor is it, an RFP summary and the offeror is still responsible for reviewing the entire RFP in preparation of its proposal to the Government to ensure a complete and accurate proposal. The Government is NOT responsible for incomplete proposals as a result of reliance on Attachment 0015. Attachment 0015 IS NOT A REQUIRED SUBMITTAL WITH YOUR PROPOSAL AND WILL NOT BE EVALUATED.

L.2.2.3 Submission Due Date

The offeror must ensure its proposal, in its entirety, reaches the required destination before the date and time set for closing of the solicitation set forth in See Block #9 of the SF33

L.2.2.3.1 Lateness

The lateness rules for submitted proposals are outlined in FAR 52.215-1 ", Instructions to Offerors Competitive Acquisition," and are incorporated into this solicitation.

L.2.2.3.2 Single Proposal Submission: Offerors are limited to submitting one proposal with one approach to meeting all the requirements of this solicitation.

L.3 All or None

Offers in response to this solicitation must be submitted for all the requirements identified in the solicitation. Proposals that

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contain alternative terms and conditions will be considered as taking exception to the requirements of the solicitation. See Section M.2.

Offers submitted for less than all the requirements called for by this solicitation may be rejected or ineligible for award.

L.4 Organizational Conflict of Interest

L.4.1 The provisions of FAR 9.5, Organizational Conflict of Interest (OCI), apply to any award under this Request for Proposal (RFP). Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.4.2 Offerors shall disclose any potential OCI situations to the Contracting Officer (PCO) as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(s) 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.5 Evaluation Factors

Offeror proposals shall address the following two Factors:

- a. Past Performance
- b. Price

L.5.1 Volume I - Past Performance

For the Past Performance Factor, provide information for a total of up to two Recent and Relevant Contracts performed by the offeror as the prime contractor. These may include foreign, federal, state, local and private industry contracts. It is the offeror's responsibility to submit detailed and complete information so the Government may evaluate its Past Performance volume. The Government does not assume the duty to search for data to cure problems it finds in proposals. While the Government may elect to consider data obtained from internal and external sources other than the proposal, the burden to provide thorough and complete past performance information rests with the offeror. The below instructions are provided to advise offerors as to the information required by the Government to assess the contractors Recent and Relevant past performance. Since this information constitutes a basis of the Government's review, it is imperative that the offeror present its past performance in a clear and complete manner. Failure to provide the information requested under paragraph L.5.1.3 and L.5.1.4 (if applicable) below may result in an assessment that the offeror does not possess a record of Recent and Relevant past performance.

For the purpose of this Factor, a Contract is defined as a written instrument that requires the performance of a distinct effort and demonstrates the distinct effort was actually performed. Written instruments containing supplies or services that can be ordered but typically do not demonstrate actual performance, such as Indefinite Delivery Contracts (FAR 16.501-1), Basic Ordering Agreement (BOA), Blanket Purchase Agreement (BPA), and Federal Supply Schedule (FSS), do not meet the definition of a Contract. Written instruments considered to demonstrate actual performance may include a single task or delivery order, a single work directive, or a single definite quantity contract provided it demonstrates a distinct effort was actually performed. An offeror may submit, or the Government may require, written instruments that enhance the Governments understanding of the distinct effort actually performed if it is not identified on the Contract itself. It is incumbent upon the offeror to demonstrate that a distinct effort was actually performed.

L.5.1.1 Recent Contracts are those performed within eight years of the date of issuance of this RFP.

L.5.1.2 Relevant Contracts are those comparable in scope and magnitude of effort and complexity to the following statement of work requirements:

(i) Building a .5 ton trailer that requires a prime mover for on road or highway use. Built to an engineering drawing package in accordance with drawings that are the result of Computer Aided Design (CAD) models using geometric dimensioning and tolerancing (GD&T) in voluntary consensus standards, at a rate of 30 trailers per month.

L.5.1.3 Contract Information: For each Contract(s) submitted, provide the following information:

- (a) Contractor name and address who performed Contract;
- (b) Contract Number (and delivery/task order number if applicable);
- (c) Contract Type;
- (d) Total Value of the Contract (beginning & ending value);
- (e) Delivery or Performance Schedule;
- (f) Government or private industry contracting activity address, telephone number and e-mail;
- (g) Procuring Contracting Officers (PCO) and/or Contract Specialists name, or point of contact for private industry entity responsible for signing or administering the Contract, telephone number and e-mail;

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- (h) Government (DCMA) or private industry administrative contracting officer (ACO), contracting officers representative (COR), performance certifier, and/or quality assurance representative (QAR), name, telephone number and email;
- (i) Specify the Government or contractor Point(s) of Contact for which the Questionnaire was sent, and provide the date(s) it was sent.
- (j) A description of the work performed by the offeror, which shall include a narrative describing the similarities between (1) the relevant work performed under the statement of work requirements of the offerors cited Contract(s) and (2) the statement of work requirements identified in L.4.1.2. In its narrative, the offeror shall specify the location in the cited Contracts statement of work (to include paragraph and page number) that substantiates the relevant work performed;
- (k) Contract period of performance;
- (l) Provide a brief self-assessment of Contract performance. The self-assessment must address performance to meet Technical and Schedule requirements; and
- (m) Copy of the Performance Work Statement or Scope of Work for each of the submitted Contracts. If the proposed Contract was issued under or in connection with a related written instrument (e.g. Indefinite Delivery Contracts, BOA, BPA, FSS) and the details of the distinct effort actually performed needed to establish relevancy on the proposed Contract are further defined within the terms and conditions (e.g. statement of work) of that related written instrument, provide that information and any other information necessary to establish this instruments relationship to the proposed Contract. Other documents that may be submitted include engineering drawing packages (up to 20 pages), Performance Qualification Records, Quality Artifacts or Processes, and Paint Processes. All CAD files shall be submitted in PDF format. (These documents can be submitted as stand-alone attachments within the proposal volume).

L.5.1.4 Associated Entity, Predecessor Company, and Joint Venture. Only Contracts performed by the named offeror will be considered unless the Contract was performed by an associated entity, a predecessor company, or if the offeror is a joint venture.

- i. Associated Entity. The Government may consider the past performance of an associated entity if the offeror successfully demonstrates meaningful involvement by the associated entity in the proposed effort.
 - a. An associated entity may include a parent company, separate corporate division within the same parent company, subsidiary company, a legally affiliated company, etc. The offeror shall provide to the Government a narrative that explains the offerors relationship to the associated entity. The offeror shall support the narrative with legal documentation, including but not limited to corporate papers, establishing the legal nexus between the offeror and the associated entity.
 - b. The offeror shall provide to the Government a narrative that explains the meaningful involvement the associated entity will provide to the proposed effort. Evidence of meaningful involvement may include a description of the associated entitys resources, such as its workforce, facilities, and/or other resources that will be provided or relied upon in the proposed effort. A contract will not be considered unless the offeror successfully establishes meaningful involvement by the associated entity in the proposed effort.
- ii. Predecessor Company. The Government may consider the past performance of a predecessor company if the offeror demonstrates the experience of the predecessor company is reasonably predictive of the offerors performance under the proposed effort.
 - a. A predecessor company may include a company which was acquired by the offeror or merged with the offeror. It may also include other instances where the predecessor company was reorganized, restructured, or otherwise altered. A predecessor company does not include an entity which remains separate and distinct from the offeror. The offeror shall provide to the Government a narrative that explains the offerors relationship to the predecessor company. The offeror shall support the narrative with documentation evidencing the offerors status as the successor company.
 - b. The offeror shall provide to the Government a narrative that explains why the predecessors past performance is predictive of the offerors performance under the proposed effort. Evidence may include, but is not limited to, continuity of operations such as the continued employment of the predecessors employees and the transfer of assets including buildings, furnishings, and fixtures.
- iii. Individual Partners of a Joint Venture. If the offeror is a Joint Venture, the Government may consider past performance of each partner of the Joint Venture and any work performed by the Joint Venture itself previously. The offeror must successfully demonstrate meaningful involvement by the partner to the proposed effort.
 - a. The offeror shall provide to the Government a narrative that discloses the individual partners of the Joint Venture and shall provide documentation evidencing the Joint Venture.
 - b. The offeror shall provide to the Government a narrative that explains the meaningful involvement the Joint Venture partner will provide to the proposed effort. Evidence of meaningful involvement may include a description of the partners resources, such as its workforce, facilities, and/or other resources that will be provided or relied upon in the proposed effort. A contract will not be considered unless the offeror successfully establishes meaningful involvement by the partner in the proposed effort.

L.5.1.5 Past Performance Questionnaire. A past performance questionnaire is provided in Attachment 0012. For each contract submitted by the offeror, the offeror shall send a copy of the past performance questionnaire directly to the appropriate PCO and/or COR or other appropriate technical and contracting individuals. The offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at (usarmy.detroit.acc.mbx.ltv-trailers@mail.mil) as soon as possible and prior to the RFP closing date (See Block #9 of the SF33 cover page to this solicitation) with the subject heading PAST PERFORMANCE INFORMATION FOR [offeror name].

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L.6 Volume II - Price Volume

In accordance with FAR 15.403-5(a)(1), certified cost or pricing data is not required for initial proposal submission. For initial proposal submission, provide the data other than certified cost or pricing data outlined below. Offerors may submit any other additional cost or price information it considers to be helpful in the Government's evaluation of its price proposal.

L.6.1 Attachment 0006 Price Evaluation Workbook:

Submit your completed Attachment 0006 - Pricing Evaluation Workbook with your proposal. Complete the attachment in accordance with the instructions included within the attachment. Submit the attachment in Microsoft Excel format. Only pricing in attachment 0006 will be considered.

L.6.1.1 Range Pricing:

For each CLIN with range pricing, propose a unit price for each range shown in Attachment 0006. The offeror may enter the same unit price for all ranges if desired.

L.6.2 The Government reserves the right to request additional or more detailed price breakdown data to support its price evaluation as part of exchanges pursuant to FAR 15.306.

L.6.3 Use of Existing Government-Furnished Property (if applicable):

L.6.3.1 If the offeror is proposing to utilize Government-Furnished Property (GFP) on a rent-free basis in performance of this contract, then the offeror must provide a list of GFP that includes the following for each item:

- Acquisition cost;
- Age;
- Type of GFP;
- The accountable contract under which the property is held;
- The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent;
- The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges;
- Evidence that it obtained authorization for its rent-free use from the contracting officer having cognizance of the property; and
- Any additional information required in accordance with Attachment 0013 Use of Existing Government-Furnished Property.

L.6.3.2 The offeror is to obtain any rental equivalent amounts (or any other data required) from the cognizant contracting officer necessary to determine the GFP Price Adjustment calculated in accordance with Attachment 0013 Use of Existing Government-Furnished Property.

L.6.3.3 The offeror shall identify the total GFP Price Adjustment (for all classifications of property) that it calculated in accordance with Attachment 0013 Use of Existing Government-Furnished Property, and provide all calculations showing how the total GFP Price Adjustment was developed. If applicable, the offeror is to also identify the rationale for any allocations to each CLIN.

L.7 VOLUME III: Administrative. In addition to the evaluation factor volumes above, provide the following information:

L.7.1 Signature Actions/offeror Fill-Ins. A scanned image of a signed copy of the

SF33 cover page, a copy of all completed fill-ins for Sections A through K, and (if applicable) a signed copy of all Amendments to the solicitation. System for Award

Management (SAM) certifications need not be separately submitted; however, all offerors must be successfully registered and valid in SAM prior to award.

L.7.1.1 Where certifications and approved systems are required for an offeror, if the proposal is being submitted by a Joint Venture, certifications and approved systems for the principals (partners) of the joint venture will be considered as valid for that offeror providing the necessary documentation from all principals (partners) is provided with the proposal.

L.7.1.2 Joint Venture (JV): To be recognized as a JV and eligible for award, the membership arrangements of the JV must be identified and the company relationships fully disclosed in the offeror's proposal IAW FAR 9.603. A copy of the agreement establishing the JV must contain the signatures of all of the members comprising the JV.

L.7.2 The offerors proposal acceptance period in terms of calendar days from the date for receipt of offers specified in the RFP. (See Section L.1.2)

L.7.3 Statement of Acknowledgement. A statement specifying the extent of agreement with all terms, conditions, and provisions of the

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RFP, and a statement of agreement to furnish and deliver the items or perform services set forth in the RFP in consideration for offerors proposed price(s) set opposite each item. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process (Reference M.2.1).

L.7.4 Assumptions. The offeror shall consolidate and identify all offeror's generated "assumptions" contained anywhere in the proposal. Also, the offeror shall include a statement that none of the "assumptions" contradict or take exception to any terms, conditions, or requirements of the solicitation. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process (Reference M.2.1).

L.7.5 If Government Property (as defined in 52.245-1) will be utilized in the performance of this contract, provide a description of your property management system, plan, and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used by you in managing Government property in accordance with 52.245-1.

L.8 HQ-AMC LEVEL PROTEST PROCEDURES

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/Connect/Legal-Resources/>

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

*** END OF NARRATIVE L0001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

M.1 BASIS FOR AWARD

M.1.1 It is the Governments intent to award one five-year, firm-fixed price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ) contract. Award will be made using the Trade Off source selection process IAW FAR 15.101-1, which states award will be made to other than the lowest priced offeror or other than the highest technically rated offeror that is eligible for award. The Government will follow the source selection process set forth in Section M.3 below.

M.1.1.1 There are two evaluation factors:

- a. Past Performance Factor
- b. Price Factor

The relative order of importance of these Factors are described in Section M.4 below.

M.1.1.2 Proposal selection will be made utilizing the source selection trade-off process, considering the evaluation Factors and their relative order of importance (see Section M.4), to identify the proposal which represents the best value and is most advantageous to the Government. The Government will weigh the evaluation factors (other than the Cost/Price Factor) against the total evaluated price to the Government. As part of the best value determination, the relative strengths, weaknesses, and risks of each proposal shall be considered in selecting the offer that is most advantageous and represents the best overall value to the Government. The Government reserves the right to choose not to award a contract if such action is in the Governments best interest.

M.1.1.3 Award without Discussions: In accordance with FAR 52.215-1(f), the Government intends to evaluate proposals and award a contract without discussions with offerors (this excludes clarifications as described in FAR 15.306(a)). Therefore, the offerors initial proposal should contain the offerors best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held, they will be conducted with all offerors included in the competitive range.

M.1.2 Eligibility for Award. Award will only be made to an offeror who is eligible for award. To be eligible for award:

- a. The offeror must be registered in System for Award Management (SAM) (see provision 52.204-7); and must be a self-certified U.S. small business concern for North American Industry Classification System (NAICS) code identified in this solicitation; and
- b. The offeror must be determined responsible (See Section M.3.5); and
- c. The proposal must not contain a Deficiency(s) (per FAR Part 15.001)

M.1.3 Importance of Price. Award will be made to the offeror whose proposal represents the best value to the Government and is otherwise eligible for award. This may not be the offeror with the lowest evaluated cost/price. However, the closer offeror's evaluations are to each other in those Factors other than the Cost/Price Factor, the more important cost/price becomes in the decision. Notwithstanding the relative order of importance of the evaluation Factors stated herein, cost/price may be controlling when:

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

M.2 REJECTION OF OFFERS

M.2.1 The Government may reject any proposal if doing so is in the Government's best interest at any time after receipt of proposals. Examples include, but are not limited to, the following proposal conditions:

(a) 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: or

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(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.

(2) A proposal fails to provide any of the data and information required in Section L.

(3) A proposal merely repeats the contract statement of work without elaboration.

b. When an offerors proposal offers a product or service that does not meet all stated material requirements of the solicitation; or

c. The proposal proposes exceptions to the solicitation requirements, attachments, exhibits, enclosures, or solicitation terms and conditions; or

d. The proposal contains one or more OCIs that cannot be avoided or mitigated. Refer to Section L.4 of this solicitation, "Organizational Conflict of Interest."; or

e. The proposal is unbalanced as to price. See Section M.5.1.3; or

f. The proposals acceptance period does not meet the Governments required minimum acceptance period (Refer to Section L.1.2)

M.3 Source Selection Process.

M.3.1 Compliance Review. After receipt of proposals, but prior to the evaluation process, the Government will perform a compliance review of the offeror's proposal to determine the extent of compliance to the solicitation instructions, and whether the proposal meets any of the conditions listed in M.2, Rejection of Offerors.

M.3.2 Evaluation Process Evaluated proposals which are eligible for award will be subject to the Source Selection Trade-off process, considering both the evaluation factors and their relative order of importance as cited in Section M.4, to identify the proposal which represents the best value to the Government. The Government will weigh the evaluated proposals (other than the Price Factor) against the total evaluated price to the Government. As part of the best value determination, the relative strengths and weaknesses of each offeror's proposal shall be considered, as specified below, in addition to the other evaluation methods described below. Selection of the successful offeror shall be made following an assessment of each proposal, based on the response to the information requested in Section L of this solicitation and against the solicitation requirements and the evaluation criteria described in Section M.

M.3.3 Source Selection Authority (SSA). The SSA is the official designated to direct the source selection process and select the offeror for contract award.

M.3.4 Source Selection Evaluation Board (SSEB). An SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

M.3.5 Determination of Responsibility. Per FAR 9.103, the Government will place a contract only with an offeror that the Contracting Officer determines to be responsible or refer the matter to the SBA per FAR 19.602. A prospective offeror, in order to be eligible for award for this acquisition, must be able to demonstrate it meets the standards of responsibility set forth in FAR 9.104. As a part of this determination, the Contracting Officer may utilize the offeror's proposed prices, as well as other information, to determine if the prospective contractor has adequate financial resources to perform the contract. The Government reserves the right to conduct a Pre-Award Survey on any or all offeror(s) or its subcontractors to aid the Contracting Officer in the evaluation of each offeror's proposal and ensure a selected offeror is responsible. To verify an Offeror meets the responsibility criteria at FAR 9.104, the Government reserves the right to request additional information, to include, but not limited to the following:

(a) Arrange a visit to the offeror(s) plant and perform a necessary Pre-Award Survey; or

(b) Request an offeror provide financial, technical, production, or managerial background information. If an offeror does not submit the requested information within seven working days from the date of the receipt of the request, or if an offeror refuses to provide the Government access to its facility, the Government may determine the offeror to be non-responsible. If the Government visits the offeror's facility, the offeror shall ensure current data relevant to the proposal is available for Government personnel to review.

M.4 Evaluation Factors. The Government will assess each offeror in 2 factors: (1) Past Performance; (2) Price.

- a. Factor 1: Past Performance (M.4.1)
- b. Factor 2: Price (M.4.2)

The relative order of importance is Past Performance is significantly more important than Price. As required to be defined by FAR

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Name of Offeror or Contractor:

15.304(e), the non-cost/price factors, when combined, are significantly more important than cost/price.

M.4.1 Past Performance Factor

M.4.1.1 The Government will conduct a Performance Confidence Assessment to establish a Confidence Assessment Rating for each offeror. The Confidence Assessment Rating assigned will be based on the offerors Recent (L.5.1.1) and Relevant (L.5.1.2) performance record and the expectation that the offeror will successfully perform the required effort described in L.5.1.2(i).

M.4.1.2 Contracts submitted in the Past Performance Factor volume of the offeror's proposal will not be considered if the Government determines them to be not Recent, not Relevant, or lacking any credible past performance information. Offerors without a record of Recent and Relevant past performance information upon which to base a meaningful confidence assessment will be rated as "Neutral Confidence", which is neither favorable nor unfavorable.

M.4.1.3 The offeror may also be evaluated on past contract performance information based on internal Government or private source information and reserves the right to use any information received as part of its evaluation. The Government may contact any of the references the offeror provides, may contact internal or external sources regarding past contract performance information, and reserves the right to use any information received as part of its evaluation.

M.4.1.4 Past performance which is identified in the offerors Past Performance Factor volume but is not supported with the information requested in Section L may be determined not Relevant. In addition, if any other proposal volume indicates the Government will not realize the benefit of the cited past performance during contract performance, the cited past performance may be determined not Relevant.

M.4.1.5 In evaluating the offeror's performance history, the Government may compare the offeror's deliveries or performance to the Contract's original delivery or performance schedule. Schedule extensions that were the fault of the offeror, even if consideration was provided, may be counted against the offeror.

M.5 Price Factor

M.5.1 The Price Factor evaluation will consider the Total Evaluated Price to the Government. The Government will also evaluate for price reasonableness and unbalanced pricing.

M.5.1.1 Total Evaluated Price: The Price Factor evaluation will result in a determination of the Total Evaluated Price. The Total Evaluated Price equals the sum of the following:

- (a) The Total Proposed Prices All CLINS, as calculated in Attachment 0006 Price Evaluation Workbook
- (b) The Government-calculated transportation costs for the FOB Origin CLINs identified in Section B, as calculated IAW RFP Section M.6; and
- (c) If applicable, any other price adjustments, for evaluation purposes only, that are required in accordance with the (i) FAR; (ii) DFARS; or (iii) RFP (to include RFP Attachments).

M.5.1.1.1 Weighted Average Unit Price:
For each CLIN with range pricing, the Government will calculate a weighted average unit price by first multiplying the unit prices proposed for each quantity range by the weighting percentages in Attachment 0006 Price Evaluation Workbook. Weighted average unit prices will be the summation of the proposed unit prices for each range multiplied by the weighting percentages. The proposed price of each such CLIN will then be based on multiplying the weighted average unit price by the CLIN quantities in Attachment 0006 Price Evaluation Workbook.

M.5.1.2 Price Reasonableness: A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Government may make a determination of price reasonableness by any means allowable under FAR 15.404-1.

M.5.1.3 Unbalanced Pricing. The Government will evaluate the offerors proposal for unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items or ranges is significantly over- or understated as indicated by the application of cost and price analysis techniques. Offerors are cautioned that a proposal the Government assesses to be unbalanced as to price, may either be rejected or determined unacceptable for award. See FAR 15.404-1(g) for more information on unbalanced pricing.

M.6 Government Evaluated Transportation Cost:

For the FOB Origin CLINs identified in Section B, Transportation costs will be included in the total evaluated price in accordance with narratives and provisions included within Section M.

Name of Offeror or Contractor:

For the evaluation of this offer, we will use the lowest freight rates from the Transportation Officer that are:

- (a) In effect (or the lowest rates that will become effective before the expected date of initial shipment),
- (b) On file or published with the Transportation Officer by the date of bid opening (or by the closing date specified for requests for proposals),
- (c) For the Government selected method of shipment, and
- (d) Based upon the following freight classification:
STCC ITEM NO.: 37 151 16 STCC 6001-AV
NMFC ITEM NO: 189140 NMFTA NMF 100-AS

The destination used for the Governments Transportation Evaluation will be Gibbs and Fifth Streets, Warehouse 6, Bay 4, Tobyhanna, PA 18466-5059.

The Government transportation evaluation will utilize Offeror FAR 52.247-60, Guaranteed Shipping Characteristics fill-ins. IAW FAR 52.247-60 and Section F.2, Transportation Data for FOB Origin Offers, the contractor shall complete fill-ins for transportation methods for shipment.

The Government will apply the lowest evaluated transportation cost to the Offerors proposed price.

Evaluation of Transportation Costs: The Government will evaluate those transportation costs that apply to the quantities detailed below, by using the methodology described in the Section M FAR clause 52.247-47 entitled Evaluation FOB Origin, in addition to, utilizing information the Offeror provides in E.16. Inspection and Acceptance Points: Origin, the Governments required delivery schedule in accordance with FAR 52.211-8, Time of Delivery, dimensions provided in FAR 52.247-60, Shipping Point(s) Used in Evaluation of FOB Origin Offers, F.2 Transportation Data for FOB Origin Offers, and F.1. FOB Point.

We will use the following quantities in conducting our evaluation:

CLIN #	(Estimated Qty.)	
0011 0015	2905	LTT-HC
0021 0025	2405	AMMPS Integration Kit
0026	2	FAT LTT-HC
0027	1	FAT AMMPS Integration Kit

*** END OF NARRATIVE M0001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

AUTO/DEL	EF00001	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED-PRICE
AUTO	EF00019	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF00001	52.211-17	01-SEP-1989	DELIVERY OF EXCESS QUANTITIES
ADDED	FF00002	52.242-15	01-AUG-1989	STOP-WORK ORDER
AUTO	FF00005	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF00006	52.247-29	01-FEB-2006	F.O.B. ORIGIN
ADDED	FF00007	52.247-30	01-FEB-2006	F.O.B. ORIGIN, CONTRACTOR'S FACILITY
ADDED	FF00011	52.247-34	01-NOV-1991	F.O.B. DESTINATION
ADDED	FF00022	52.247-48	01-FEB-1999	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT
ADDED	FF00023	52.247-52	01-FEB-2006	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS
ADDED	FF00024	52.247-55	01-JUN-2003	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY
ADDED	FF00025	52.247-58	01-APR-1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS
ADDED	FF00026	52.247-59	01-APR-1984	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS
ADDED	FF00028	52.247-65	01-JAN-1991	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS
ADDED	FA00003	252.211-7007	01-AUG-2012	REPORTING OF GOVERNMENT-FURNISHED PROPERTY
CHANGED	FF60001	52.211-8	01-JUN-1997	TIME OF DELIVERY

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY		WITHIN DAYS AFTER DATE OF CONTRACT (DACA)
0011---0015	2905	LTT-HC	180 days DACA & continue at a rate of 30 per month
0021---0025	2405	AMMPS Integration Kit	180 days DACA & continue at a rate of 30 per month
0026	2	FAT LTT-HC	180 days
0027	1	FAT AMMPS Integration Kit	180 days

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFERORS PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term working day excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

CHANGED FF60015 52.247-60 01-JAN-2017 GUARANTEED SHIPPING CHARACTERISTICS
CLINS: 0011 - 0015

(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

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Type of trailer _____

* Number of complete units (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 _____.

(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-15.1 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS

JAN/2017

CLINs: 0021 - 0025

(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 (line item) to be shipped in carriers equipment.

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

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- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____.

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

(End of Clause)

AUTO/CHANGE FA60001 252.211-7003 01-MAR-2016 ITEM UNIQUE IDENTIFICATION AND VALUATION

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

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

"Concatenated unique item identifier" means

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

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

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

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

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

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

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

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

"Governments unit acquisition cost" means

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

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

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

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Unique item identifier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

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

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

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

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** Once per item.

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

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

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

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

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

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

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

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

AUTO/CHANGE GA60003 252.232-7006 01-DEC-2018 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

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

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

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

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

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

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(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items--

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combo

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Combo

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W56HZV
Admin DoDAAC	TBD
Inspect By DoDAAC	See Schedule
Ship To Code	See Schedule
Ship From Code	See Schedule
Mark For Code	See Schedule
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	Contact ACO
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

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(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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SECTION I - CONTRACT CLAUSES

AUTO	IF00359	52.202-1	01-JUN-2020	DEFINITIONS
AUTO	IF00002	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF00003	52.203-5	01-MAY-2014	COVENANT AGAINST CONTINGENT FEES
AUTO	IF00004	52.203-6	01-JUN-2020	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF00006	52.203-7	01-JUN-2020	ANTI-KICKBACK PROCEDURES
AUTO	IF00007	52.203-8	01-MAY-2014	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00008	52.203-10	01-MAY-2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00009	52.203-12	01-JUN-2020	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF00430	52.203-19	01-JAN-2017	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS
AUTO	IF00013	52.204-4	01-MAY-2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
ADDED	IF00015	52.204-9	01-JAN-2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
AUTO	IF00364	52.204-10	01-JUN-2020	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
AUTO	IF00409	52.204-13	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
AUTO	IF00419	52.204-18	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
AUTO	IF00435	52.204-23	01-JUL-2018	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
AUTO	IF00436	52.204-25	01-AUG-2019	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
AUTO	IF00023	52.209-6	01-JUN-2020	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF00406	52.209-9	01-OCT-2018	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED	IF00403	52.209-10	01-NOV-2015	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
ADDED	IF00401	52.210-1	01-JUN-2020	MARKET RESEARCH
AUTO	IF00024	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF00026	52.211-15	01-APR-2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
ADDED	IF00038	52.215-2	01-JUN-2020	AUDIT AND RECORDS--NEGOTIATIONS
ADDED	IF00042	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
AUTO	IF00050	52.215-14	01-JUN-2020	INTEGRITY OF UNIT PRICES
AUTO/DEL	IF00052	52.215-15	01-OCT-2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
AUTO/DEL	IF00054	52.215-18	01-JUL-2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
AUTO	IF00396	52.219-8	01-OCT-2018	UTILIZATION OF SMALL BUSINESS CONCERNS

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AUTO	IF00102	52.222-19	01-JAN-2020	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF00103	52.222-20	01-JUN-2020	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT
AUTO	IF00104	52.222-21	01-APR-2015	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF00105	52.222-26	01-SEP-2016	EQUAL OPPORTUNITY
AUTO	IF00112	52.222-37	01-JUN-2020	EMPLOYMENT REPORTS ON VETERANS
AUTO	IF00395	52.222-40	01-DEC-2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
AUTO	IF00116	52.222-50	01-OCT-2020	COMBATING TRAFFICKING IN PERSONS
AUTO	IF00381	52.222-54	01-OCT-2015	EMPLOYMENT ELIGIBILITY VERIFICATION
ADDED	IF00121	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
AUTO	IF00394	52.223-18	01-JUN-2020	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
AUTO	IF00133	52.225-13	01-JUN-2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF00136	52.227-1	01-JUN-2020	AUTHORIZATION AND CONSENT
AUTO	IF00140	52.227-2	01-JUN-2020	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF00161	52.229-3	01-FEB-2013	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF00170	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF00175	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF00178	52.232-11	01-APR-1984	EXTRAS
ADDED	IF00179	52.232-17	01-MAY-2014	INTEREST
AUTO	IF00185	52.232-23	01-APR-1984	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)
AUTO	IF00187	52.232-25	01-JAN-2017	PROMPT PAYMENT
ADDED	IF00191	52.232-33	01-OCT-2018	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT
AUTO	IF00411	52.232-39	01-JUN-2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
AUTO	IF00414	52.232-40	01-DEC-2013	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
AUTO	IF00194	52.233-1	01-MAY-2014	DISPUTES
AUTO	IF00196	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF00198	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
AUTO	IF00235	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF00237	52.243-1	01-AUG-1987	CHANGES--FIXED PRICE
AUTO	IF00255	52.244-6	01-OCT-2020	SUBCONTRACTS FOR COMMERCIAL ITEMS
ADDED	IF00391	52.245-1	01-JAN-2017	GOVERNMENT PROPERTY
ADDED	IF00267	52.245-9	01-APR-2012	USE AND CHARGES
ADDED	IF00283	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY

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ADDED	IF00284	52.246-24	01-FEB-1997	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS
AUTO	IF00307	52.247-63	01-JUN-2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
ADDED	IF00310	52.247-68	01-FEB-2006	REPORT OF SHIPMENT (REPSHIP)
ADDED	IF00311	52.248-1	01-JUN-2020	VALUE ENGINEERING
AUTO	IF00322	52.249-2	01-APR-2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF00336	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF00353	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
ADDED	IA00001	252.201-7000	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
AUTO	IA00285	252.203-7000	01-SEP-2011	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
AUTO	IA00267	252.203-7001	01-DEC-2008	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
AUTO	IA00287	252.203-7002	01-SEP-2013	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
AUTO	IA00268	252.204-7000	01-OCT-2016	DISCLOSURE OF INFORMATION
AUTO	IA00269	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA00363	252.204-7004	01-FEB-2019	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS
ADDED	IA00009	252.204-7006	01-OCT-2005	BILLING INSTRUCTIONS
AUTO	IA00354	252.204-7012	01-DEC-2019	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
AUTO	IA00339	252.204-7015	01-MAY-2016	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT
AUTO	IA00373	252.204-7018	01-DEC-2019	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES
AUTO	IA00010	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	IA00011	252.209-7004	01-MAY-2019	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
AUTO	IA00355	252.222-7006	01-DEC-2010	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
ADDED	IA00046	252.225-7001	01-DEC-2017	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC
ADDED	IA00047	252.225-7002	01-DEC-2017	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA00048	252.225-7004	01-OCT-2020	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD
ADDED	IA00052	252.225-7012	01-DEC-2017	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA00053	252.225-7013	01-APR-2020	DUTY-FREE ENTRY
ADDED	IA00056	252.225-7015	01-JUN-2005	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
ADDED	IA00057	252.225-7016	01-JUN-2011	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO	IA00333	252.225-7048	01-JUN-2013	EXPORT-CONTROLLED ITEMS
AUTO	IA00072	252.226-7001	01-APR-2019	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

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AUTO	IA00076	252.227-7013	01-FEB-2014	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS
AUTO	IA00078	252.227-7014	01-FEB-2014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION
AUTO	IA00080	252.227-7015	01-FEB-2014	TECHNICAL DATA--COMMERCIAL ITEMS
AUTO	IA00081	252.227-7016	01-JAN-2011	RIGHTS IN BID OR PROPOSAL INFORMATION
AUTO	IA00084	252.227-7019	01-SEP-2016	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE
AUTO	IA00089	252.227-7025	01-MAY-2013	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
ADDED	IA00090	252.227-7026	01-APR-1988	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE
AUTO	IA00091	252.227-7027	01-APR-1988	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE
AUTO	IA00092	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
AUTO	IA00096	252.227-7037	01-SEP-2016	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	IA00275	252.227-7038	01-JUN-2012	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)
AUTO	IA00271	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA00115	252.232-7003	01-DEC-2018	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
AUTO	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
ADDED	IA00322	252.242-7006	01-FEB-2012	ACCOUNTING SYSTEM ADMINISTRATION
AUTO	IA00147	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA00148	252.243-7002	01-DEC-2012	REQUESTS FOR EQUITABLE ADJUSTMENT
AUTO	IA00149	252.244-7000	01-OCT-2020	SUBCONTRACTS FOR COMMERCIAL ITEMS
ADDED	IA00317	252.245-7001	01-APR-2012	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY
ADDED	IA00324	252.245-7003	01-APR-2012	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION
ADDED	IA00326	252.245-7004	01-DEC-2017	REPORTING, REUTILIZATION, AND DISPOSAL
AUTO	IA00157	252.247-7023	01-FEB-2019	TRANSPORTATION OF SUPPLIES BY SEA--BASIC
ADDED	IA00331	252.247-7028	01-JUN-2012	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
CHANGED	IF60020	52.216-19	01-OCT-1995	ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 3, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 750;

(2) Any order for a combination of items in excess of 750; 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

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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)

CHANGED IF60123 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

(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 Contractor's and Government's 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 five and one half (5 1/2) years after contract award.

(End of Clause)

AUTO/FIL IF60208 52.232-16 01-JUN-2020 PROGRESS PAYMENTS (DEVIATION 2020-00010)

CHANGED IA60052 252.216-7006 01-SEP-2019 ORDERING

(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 five 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 Data 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)

ADDED IF70058 52.203-13 01-JUN-2020 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

AUTO IF70067 52.204-19 01-DEC-2014 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

AUTO/DEL IF70003 52.215-19 01-OCT-1997 NOTIFICATION OF OWNERSHIP CHANGES

ADDED IF70108 52.219-6 01-MAR-2020 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

DELETE/REG IF70099 52.219-14 01-DEC-2018 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-00003)

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AUTO	IF70036	52.219-28	01-MAY-2020	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
AUTO	IF70064	52.222-35	01-JUN-2020	EQUAL OPPORTUNITY FOR VETERANS
AUTO	IF70065	52.222-36	01-JUN-2020	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
ADDED	IF70015	52.223-3	01-JAN-1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
ADDED	IF70018	52.223-11	01-JUN-2016	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS
AUTO	IF70033	52.252-2	01-FEB-1998	CLAUSES INCORPORATED BY REFERENCE
AUTO	IF70034	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IA70003	252.211-7005	01-NOV-2005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
ADDED	IA70007	252.223-7001	01-DEC-1991	HAZARD WARNING LABELS
ADDED	IA70114	252.232-7004	01-MAR-2020	DOD PROGRESS PAYMENT RATES (DEVIATION 2020-00010)
ADDED	IA70112	252.245-7002	01-FEB-2020	REPORTING LOSS OF GOVERNMENT PROPERTY (DEVIATION 2020-00004)
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS				
ADDED	KF00012	52.225-20	01-AUG-2009	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION
ADDED	KF00014	52.225-25	01-JUN-2020	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION
AUTO	KA00008	252.203-7005	01-NOV-2011	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
AUTO	KA00017	252.204-7008	01-OCT-2016	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
AUTO	KA00005	252.227-7017	01-JAN-2011	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
AUTO	KA00006	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
AUTO/FIL	KF60009	52.204-8	01-MAR-2020	ANNUAL REPRESENTATIONS AND CERTIFICATIONS
AUTO/FIL	KA60005	252.204-7007	01-APR-2020	ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS
AUTO	KF70056	52.204-24	01-AUG-2020	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
ADDED	KF70005	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY-SUPPLIES
AUTO	KF70044	52.209-7	01-OCT-2018	INFORMATION REGARDING RESPONSIBILITY MATTERS
AUTO	KF70053	52.209-13	01-JUL-2020	VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION
ADDED	KF70037	52.225-18	01-AUG-2018	PLACE OF MANUFACTURE
AUTO	KA70051	252.204-7017	01-DEC-2019	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION
ADDED	KA70054	252.225-7974	01-FEB-2020	REPRESENTATION REGARDING PERSONS THAT HAVE BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-00005)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF00053	52.204-7	01-OCT-2018	SYSTEM FOR AWARD MANAGEMENT
AUTO	LF00055	52.204-16	01-AUG-2020	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
AUTO	LF00058	52.204-22	01-JAN-2017	ALTERNATIVE LINE ITEM PROPOSAL
ADDED	LF00023	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
ADDED	LF00024	52.214-35	01-APR-1991	SUBMISSIONS OF OFFERS IN U.S. CURRENCY
ADDED	LF00025	52.215-1	01-JAN-2017	INSTRUCTIONS TO OFFERORS--COMPETITIVE
AUTO	LF00028	52.215-16	01-JUN-2003	FACILITIES CAPITAL COST OF MONEY
ADDED	LF00032	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
ADDED	LF00035	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
ADDED	LF00041	52.247-45	01-APR-1984	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION
ADDED	LF00042	52.247-46	01-APR-1984	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS
AUTO	LA00016	252.215-7008	01-JUL-2019	ONLY ONE OFFER
AUTO	LA00022	252.215-7013	01-JAN-2018	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS
ADDED	LA00003	252.225-7003	01-OCT-2020	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER
AUTO/CHANGE	LF60017	52.211-14	01-APR-2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE

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)

CHANGED	LF60009	52.216-1	01-APR-1984	TYPE OF CONTRACT
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

AUTO/CHANGE	LF60010	52.233-2	01-SEP-2006	SERVICE OF PROTEST
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command - Detroit Arsenal - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Detroit Arsenal, 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)

PIIN/SIIN W56HZV-20-R-0089

MOD/AMD

ADDED	LF70003	52.211-2	01-MAY-2014	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)
AUTO	LF70014	52.252-1	01-FEB-1998	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
AUTO	LF70015	52.252-5	01-APR-1984	AUTHORIZED DEVIATIONS IN PROVISIONS