

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1	of 51	Pages
2. Contract Number		3. Solicitation Number SPRDL1-12-R-0250		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2012JUL31	
7. Issued By DLA LAND WARREN ZGA WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code SPRDL1		8. Address Offer To (If Other Than Item 7) PLEASE SUBMIT OFFER USING THE BID RESPONSE SYSTEM AT ARMY SINGLE FACE TO INDUSTRY (ASFI) HTTPS://ACQUISITION.ARMY.MIL/ASFI			
6. Requisition/Purchase Number SEE SCHEDULE							

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2012SEP07 (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 MARK KOWALSKI	B. Telephone (No Collect Calls)		C. E-mail Address MARK.KOWALSKI@US.ARMY.MIL
		Area Code (586)	Number 282-3184	Ext.

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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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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	18. Offer Date
Area Code	Number	Ext.		
15C. Check if Remittance Address is <input type="checkbox"/> Different From Above - Enter such Address In Schedule				

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 checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		Item 25
24. Administered By (If other than Item 7) SCD PAS NONE ADP PT		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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SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2008

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

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

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

Requirements for online bid submission:

(1) You must be registered in the Central Contractor Registry (CCR) and have a CCR Marketing Partner Identification Number (MPIN) and CAGE Code.

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

*HYPERLINK

"https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=SPRDL112R0250" https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=SPRDL112R0250

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to *HYPERLINK

"https://acquisition.army.mil/asfi/" https://acquisition.army.mil/asfi/ and clicking on the Contracting Opportunities Search to find the solicitation.

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

(5) You will receive a confirmation of your bid upon completion of the bid submission process. You can find detailed BRS user instructions on the ASFI website at *HYPERLINK

"https://acquisition.army.mil/asfi/BRS_guide.doc" https://acquisition.army.mil/asfi/BRS_guide.doc.

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

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

A-2 52.210-4901 RESTRICTED TDP

MAR/2011

This solicitation contains a Restricted Technical Data Package (TDP). Please refer to Section C - 52.211-4072 - 'TECHNICAL DATA PACKAGE

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INFORMATION' for instructions on how to get access to restricted TDPs.

Furthermore, Review 52.210-4501 - 'DRAWINGS/SPECIFICATIONS'; "Vendors to access this information with the technical data posted on FedBizOpps." Exceptions to the Drawings and Specifications in accordance with Technical Data Package may be uploaded to FEDBIZOPS as a STAND ALONE DOCUMENT. Please review all files and documents prior to providing your proposal.

A-3 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS

OCT/1993

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

Amendment Number

Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

A-4 52.214-4003 ALL OR NONE
(TACOM)

MAR/1998

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

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>***** ***** OFFERS OR QUOTES ARE TO BE SUBMITTED ELECTRONICALLY VIA THE ARMY SINGLE FACE TO INDUSTRY (ASFI) ONLINE BID RESPONSE SYSTEM (BRS).</p> <p>FOR DETAILED INFORMATION ABOUT SUBMITTING YOUR OFFER ELECTRONICALLY, PLEASE SEE CLAUSE 52.204-4016 ON PAGE TWO (2) OF THE SOLICITATION OR THIS LINK BELOW: *HYPERLINK "HTTP://CONTRACTING.TACOM.ARMY.MIL/ACQINFO/EBIDNOTICE.HTM"HTTP://CONTRACTING.TACOM.ARMY.MIL/ACQINFO/EBIDNOTICE.HTM</p> <p>***** *****</p> <p>(End of narrative A001)</p> <p>NSN: 1015-00-088-3805 FSCM: 19207 PART NR: 11615329 SECURITY CLASS: Unclassified</p> <p>This item is source controlled to Moog Inc. (CAGE: 94967)</p> <p>(End of narrative A002)</p>				
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: VALVE,SERVO,TRAVERS PRON: EH26E120EH PRON AMD: 01</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV2100J050 W25G1U J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 17 0150 002 18 0180</p>	53	EA	\$ _____	\$ _____

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p>003 18 0210</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 134 NEW CUMBERLAND PA 17070-5002</p> <p><u>DATA ITEM - CDRL DD FORM 1423 (EXHIBIT A)</u></p> <p>THIS CLIN APPLIES TO THE SOLICITATION EXHIBIT A, CONTRACT DATA REQUIREMENTS LIST (DD FOR 1423), WHICH INCLUDES DATA ITEMS A001 - A003</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>DELIVERY</u> SEE NARRATIVE ON DD FORM 1423</p> <p>(End of narrative F001)</p>			\$ ** NSP **	\$ ** NSP **
0002	<p>NSN: 1015-00-088-3805 FSCM: 19207 PART NR: 11615329 SECURITY CLASS: Unclassified</p> <p>This item is source controlled to Moog Inc. (CAGE: 94967)</p> <p>(End of narrative B002)</p>				
0002AA	<p><u>UNEXERCISED OPTION</u></p> <p>NOUN: VALVE, SERVO, TRAVERS</p> <p>OPTION QUANTITY: PURSUANT TO SECTION I CLAUSE ENTITLED "OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM"</p> <p><u>The quantity stated for the Option</u></p>	53	EA	\$ _____	\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM (RI)	DRAWINGS/SPECIFICATIONS	MAR/2010

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

Drawings and Specifications in accordance with Technical Data Package/Technical Data Package Listing 11615329, with revisions in effect as of 04/18/2012, are applicable to this procurement with the following exceptions:

Vendors to access this information with the technical data posted on FedBizOpps.

(CS6100) (End of Clause)

C-2	52.211-4072 (TACOM)	TECHNICAL DATA PACKAGE INFORMATION	JUN/2010
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The following Xd item applies to this solicitation:

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

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

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

CLIN:

TDP Link (URL): N/A

[X] 3. The TDP for this solicitation resides within FedBizOpps (*HYPERLINK "https://HYPERLINK "http://www.fbo.gov"www.fbo.gov"https://HYPERLINK "http://www.fbo.gov"www.fbo.gov), and is associated with this solicitation number and can be accessed via this URL:

*HYPERLINK "https://www.fbo.gov/notices/392744ece9baa4c77b58bdb31f7cab61"https://www.fbo.gov/notices/392744ece9baa4c77b58bdb31f7cab61

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

(1) TDPs that have an Export Control Warning Notice are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et.seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C, App. 2401 et. seq..

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

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

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Processing time is estimated at three working days after receipt. FBO will allow you to access export controlled TDPs once certification is confirmed.

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

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

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

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

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

[] available at *HYPERLINK "http://contracting.tacom.army.mil/acqinfo/contractorforms.htm"http://contracting.tacom.army.mil/acqinfo/contractorforms.htm titled:

[] available as an attachment to this solicitation.

Follow the instructions on the Agreement, and email/fax it to the buyer at -5-, or fax -6-. The buyer will notify the FBO administrator upon receiving the NDA. The administrator will grant approval to view/download the TDP. An email stating approval has been granted will be sent to the vendor. It can take up to 24 hours after approval before you are able to view the TDP. If you have any questions/problems viewing the TDP contact the buyer.

[End of Clause]

C-3 52.211-4008 DRAWING LIMITATIONS
(TACOM)

NOV/2005

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

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

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

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

(d) You, the contractor, are responsible for obtaining all specifications and drawings necessary to manufacture the items being

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

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

C-4 52.211-4010 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER FEB/1998
 (TACOM)

Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

C-5 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION JUL/2001
 TACOM (RI)

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(CS7110)

(End of Clause)

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SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	52.211-4500 TACOM (RI)	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	DEC/2007
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A. The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the requirements in the specification/standard defined below.

B. The following requirements shall apply:

PRESERVATION: MILITARY
LEVEL OF PACKING: B
QUANTITY PER UNIT PACKAGE: 001
SPECIFICATION/STANDARD: MIL-STD-2073-1D

C. Marking: In addition to any special marking markings called out by the specification/standard above;

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 07 including bar coding and a MSL label. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see [*HYPERLINK](#)

"<http://www.acq.osd.mil/log/rfid/index.htm>"<http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program. In addition, wood used as dunnage for blocking and bracing, to include ISO containers, shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

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

F. Hazardous Materials (as applicable):

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. When applicable, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

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

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of

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origin and in accordance with regulations of all applicable carriers.

F.4. When applicable a Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

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

Packaging shall be in accordance with MIL-STD-2073-1D and have successfully passed test levels of ASTM D 4169, Distribution Cycle 18, Assurance Level II, Acceptance Criterion 3, Military packing Level B . The warehouse stacking height shall be 16 ft. The shipping unit shall be the unit pack. Marking shall be in accordance with MIL-STD-129. Testing shall be witnessed by the Government Quality Assurance Representative. Packaged gross weight and size shall be included on the test report as well as a detailed description of the packaging. The Contractor is exempted from testing if other data can be provided (see para. 5.6 of MIL-STD-2073-1D) and is acceptable to the Government. Similar items do not require retesting.

(DS6418)

(End of Clause)

CONTINUATION SHEET

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.210-4503	Drawing/Specification Engineering Exceptions for Inspection	MAR/2012

When requested, the Contractor shall make available to the Government Inspector, the Drawing/Specification Engineering Exceptions associated with this contract TDP to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.
(End of Clause)

E-4	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
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(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

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

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

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

[End of clause]

E-5	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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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)

[End of Clause]

E-6	52.246-4048 (TACOM)	DRAWINGS FOR INSPECTION	AUG/2007
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When requested, the Contractor shall make available to the Government Inspector, the drawings and specifications to which the product was manufactured. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

(End of Clause)

CONTINUATION SHEET

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) -- ALTERNATE I (DEC 2011)	DEC/2011
F-7	252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	SEP/2011

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

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

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
N/A				

N/A

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall--

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

(2) Use passive tags that are readable; and

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

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

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

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

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for

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ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

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

(End of clause)

F-8 52.242-4022 DELIVERY SCHEDULE SEP/2008
(TACOM)

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

(b) DEFINITIONS:

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

(2) DELIVERY is defined as follows:

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

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

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

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

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001AA	17	150
0001AA	18	180
0001AA	18	210
0002AA	53	Undefinitized

(d) Accelerated delivery schedule is acceptable.

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

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

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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(2) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITHOUT FIRST ARTICLE TEST (FAT), or IF FAT IS WAIVED

ITEM NO.	QTY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
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Name of Offeror or Contractor:

[End of Clause]

F-9 52.247-4009 DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY AUG/2003
 (TACOM)

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

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

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

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

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

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

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

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

[End of Clause]

F-10 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR NOV/2009
 (TACOM) ADDRESSES

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

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

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/	W31G1Z	Transportation Officer	Transportation Officer	Transportation Officer

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471996		Anniston Army Depot, Bynum, AL	Anniston Army Depot, Bynum, AL	Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000

NOTE: Drivers must schedule an appointment for delivery at least 24 hours in advance. Deliveries will be scheduled for Monday-Friday, 0700-1300. E-mail or fax the PCO at CML (903)334-2208 or CML (903)334-2881. POC's are available Monday-Saturday, 0700-1730 with the exception of government holidays. For directions, please call CML (903)334-3060. Trucks enter through the commercial carrier route entrance and report to building 23 Truck Control 30 minutes prior to their scheduled appointment. Carriers that arrive at Truck Control without appointments will be placed at the end of the day's schedule unless there is an earlier opening and will be worked/unloaded as soon as possible.

POCs: ddrt-appt@dla.mil, Randy Cox, CML (903)334-2945, Randy.Cox@dla.mil; Angela Carr, CML (903)334-4950 Angela.Carr@dla.mil; Jane Haley, CML (903)334-4671 Jane.Haley@dla.mil; Darlene Phelps, CML (903)334-3818 Darlene.Phelps@dla.mil.

764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003
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***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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G-1	252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (DFARS PGI)	SEP/2009
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The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(End)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

Warren: [*HYPERLINK](#)["http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm"](http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm)http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfmRock Island: [*HYPERLINK "https://aais.ria.army.mil/AAIS/AWDINFO/index.htm"](https://aais.ria.army.mil/AAIS/AWDINFO/index.htm)<https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>Picatinny: [*HYPERLINK "http://procnet.pica.army.mil/dbi/DynCBD/award.cfm"](http://procnet.pica.army.mil/dbi/DynCBD/award.cfm)<http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>Red River Army Depot: [*HYPERLINK](#)["http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm"](http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm)<http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>Anniston Army Depot: [*HYPERLINK "http://www.anadprocnet.army.mil/"](http://www.anadprocnet.army.mil/)<http://www.anadprocnet.army.mil/>

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

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

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

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

(f) Additional information can be obtained by sending a message to: [*HYPERLINK "mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil"](mailto:usarmy.detroit.acc.mbx.wrn-web-page@mail.mil) usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 574-7059.

H-2	52.245-4500	DEMILITARIZATION AND TRADE SECURITY CONTROL REQUIREMENTS AND	OCT/2006
	TACOM LCMC	PROCEDURES	
	(RI)		

I. Demil and Trade Security Controls (TSCs) Summary:

A. This procurement action has a demil and/or TSC consideration requirement. The demil and trade security control provisions in this solicitation implement the policy and requirements of the Arms Export Control Act, 22 United States Code (U.S.C.), Section 2778, the International Traffic in Arms Regulations (ITAR) at 22 Code of Federal Regulations (CFR), Parts 120-130, the Export Administration Regulations (EAR), at 15 CFR 730-774 and the Export Administration Act. Regulatory requirements and guidance are contained in Federal Acquisition Regulation (FAR) 45.6, Reporting, Redistribution, and Disposal of Contractor Inventory and Defense Federal Acquisition Regulation Supplement (DFARS) 245.604, Restrictions on Purchase or Retention of Contractor Inventory.

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B. Demil and TSC policy is promulgated via Department of Defense (DoD) regulations and in the establishment of contract requirements. Accordingly, the Government's right to require demilitarization under this clause is a contractual right, subject to the authority and discretion of the Procuring Contracting Officer (PCO). Therefore the PCO may or may not forward Contractor demilitarization waiver request to the DoD Demilitarization Program Manager for review and approval, even when there is certifiable Contractor compliance with all existing TSC regulations. The waiver approval process is described in paragraph VII of this clause.

C. The DoD policy and requirements for demil and TSCs are contained in the DoD 4160.21-M-1, Demil and TSCs Manual. This manual is hereby incorporated by reference, and its terms, conditions, and procedures are valid and enforceable as contractual requirements. If there is a conflict between the Demil and TSCs Manual and the Demil and TSC Clause herein, the Demil and TSCs Manual takes precedence.

D. This contract requires the manufacture, assembly, test, maintenance, repair, and/or delivery of military/defense items. This clause sets forth the requirements for the control and corresponding certification and verification of disposition of contract excess property. The requirements under this clause are applicable to any Contractor and/or Subcontractor who perform work under this contract. This clause is a mandatory flow-down clause; accordingly, Contractor/Subcontractor must include this clause in subcontracts for work under this solicitation and resulting contract.

E. The demil and TSC requirements apply to all materials and property (Government furnished equipment (GFE)), special tools and special test equipment, manufactured parts in whatever stage of assembly, and associated technical data including technical manuals, drawings, process sheets, and working papers) bought, assembled, produced, or provided by the Government under this contract regardless of the type of contract and regardless of who has title to the material. The intent is to control military/defense items in accordance with statutory and regulatory requirements. Bidders/offerors proposed prices under this solicitation and any resulting contract should include any and all cost(s) to comply with this clause and the Government's demil and TSC requirements.

F. In general, the demil requirements must be met upon completion of the contract. For indefinite delivery contracts as defined by FAR 16.501-2, demil requirements must be met upon the expiration of the potential contractual performance period as described in section A of the contract and/or in section B (the schedule) of the contract; or upon contract termination if the contract is terminated earlier. Contractor(s) awarded a contract with demil requirements shall be responsible for maintaining an inventory system capable of recording, safeguarding and tracking all material, work in process, components associated or related to the performance of the contract for the purpose (not intended to be exclusive) of enabling the Contractor to fulfill its demil obligations under this clause. The Contractor will provide a copy of demil certificates to the PCO within 30 days for inclusion in the contract file.

G. Paragraph VIII. c. of this clause applies to the demil of excess U.S. Government furnished equipment (GFE)/technical data provided to a Contractor in support of this contract; see excess GFE definition II. b. below. If the Contractor is not using GFE in performance of this contract, disregard this paragraph.

H. The Contractor agrees that demil performed under this contract will be conducted in accordance with this clause or DoD 4160.21-M-1, Demil and TSCs Manual, and all demilitarized material will meet or exceed the definition of scrap as defined by this clause.

II. Definitions:

A. Contract excess property is property of the type covered by this contract for which the contractor does not claim payment or has been denied payment and all GFE not returned to the Government upon completion of the contract. This includes, but is not limited to, rejects and overruns. Contract excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies, assemblies, end items, special tools and test equipment, and all associated technical manuals, technical data, packaging and labeling. Contract excess property shall be controlled and final disposition determined by assigned demil code unless waived by the DoD Demil PM.

B. Excess GFE is equipment/technical data provided by the U. S. Government to the Contractor that the Contractor no longer needs to satisfy the contract's requirements, which the Government does not want returned during or at the completion of the contract.

C. Demilitarization is the act of destroying the military offensive and defensive characteristics inherent in certain types of equipment and material to the degree necessary to preclude its restoration to a usable condition. The term includes mutilation, dumping at sea, cutting, crushing, shredding, melting, burning or alteration designed to prevent the further use of this equipment and material for its originally intended military purpose. It applies equally to material in unserviceable and serviceable condition.

D. Scrap is material that has no value except for its basic material content.

E. Munitions list item (MLI) is any item contained in the U. S. Munitions List, 22 CFR 120-130.

F. Commerce control list item (CCLI) is a multi-use (military, commercial and other strategic use) item under the jurisdiction of the Bureau of Export Administration, U. S. Department of Commerce, through the Export Administration Regulations, 15 CFR 730-774. The types of items on the CCL may be commodities (i. e., equipment, materials, electronics), software, or a particular technology.

G. Trade security control (TSC) is control procedures designed to preclude the sale or shipment of Munitions List or Commerce Control List items to any entity whose interests are inimical to those of the United States. These controls are also applicable to such other

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selected entities as may be designated by the Deputy Under Secretary of Defense (Trade Security Policy).

H. Commercial type property is material, equipment, software, or technology not generally considered to be unique and peculiar to DoD and possessing commercial marketability.

I. Significant military equipment (SME) is material for which special export controls are warranted because of their capacity for substantial military utility or capability. Items designated as SME require worldwide demil as prescribed in DoD 4160.21-M-1, Demil and TSCs Manual, appendix 4.

J. Ammunition, explosives, and dangerous articles (AEDA) is any substance that by its composition and chemical characteristics, alone or when combined with another substance, is or becomes an explosive or propellant or is hazardous or dangerous to personnel, animal or plant-life, structures, equipment or the environment as a result of blast, fire, fragment, radiological or toxic effects. AEDA is not a criterion for demil. AEDA items not on the Munitions List would be coded A or Q.

III. Applicability:

This solicitation/contract is for the production of MLIs or CCLIs and contract excess may require demil and TSCs. This clause is applicable to prime and Subcontractors.

IV. Contractor Demil and TSCs:

A. The Contractor will demil and apply TSCs as required on all contract excess property as dictated by the Government assigned demil code and its definition and the demilitarization and trade security controls matrix in paragraph IX of this clause. Demil codes and definitions can be accessed per paragraph VIII of this clause.

B. The Contractor will contact the PCO for declassification, safety and demil instructions for contract excess property with an assigned demil code of P, F, or G.

C. The Contractor will demil all associated excess technical data.

V. Demil Certification and Verification (DC&V):

A. During or upon completion of manufacturing under this contract, the prime Contractor shall notify the PCO in a timely manner that a Government representative is required to witness demil of contract excess property produced under this contract whether the prime Contractor or a Subcontractor is performing the demil.

B. Subcontractors shall notify the prime Contractor in a timely manner who shall notify the PCO that a Government representative is required to witness demil of contract excess property produced under this contract.

C. The Government Quality Assurance Representative (QAR) will forward all demil certificates and the final DD Form 250 to the PCO so that final payment can be made. The PCO will not release the final DD Form 250 for payment unless all pertinent demilitarization certificates from all prime and subcontractors involved have been received. If the Contractor is using the Wide Area Workflow (WAWF) Receipt-Acceptance system, the QAR will ensure all demil certificates are attached to the final WAWF Receiving Report before accepting the shipment. The Demil Certification and Verification Certificate will become part of the contract file.

D. A Contractors representative certifies and a technically qualified U.S. Government QAR (United States citizen) is designated as the U.S. Government official responsible for executing the Demil verification unless another U.S. Government official is designated in writing by the PCO. Both shall actually witness the demil; and both shall sign and date the DA Form 7579 available at <http://www.apd.army.mil/>.

VI. Demil Waivers:

A. The Contractor may request a demil waiver for contractual requirements. However, any waiver must be predicated upon disposition of material in a manner that is consistent with the guidelines and intent of applicable demil and TSC laws and regulations. All requests for demil waivers must be submitted in writing through the PCO and the Armys Demil PM to the DoD Demil PM. Waiver request must be approved prior to Contractor disposition of any contract excess property and prior to the release of final DD Form 250 for payment. All waiver requests must specify the items, quantity, proposed disposition of the material, and any additional terms. If written approval of the request for a demil waiver is not granted within 45 days of submission, the demil request shall be deemed disapproved. The Contractor is not entitled to demil waiver. Contact the PCO for additional specific guidance.

B. When a demil waiver is approved, all packaging and Government property containing non-removable markings shall have these markings permanently obliterated before any non-demilitarized disposition.

VII. Disputes - any disputes concerning this clause shall be addressed in accordance with the Disputes clause in this solicitation/contract.

Name of Offeror or Contractor:

VIII. Contractor Access and Identification of Demilitarization Requirements:

A. Contractors will identify demilitarization requirements by accessing the assigned demilitarization code via the Internet using the following steps:

1. Logon to Army Electronic Product Support (AEPS) Website <https://aeps.ria.army.mil/>. This displays the U.S. Army Materiel Command Army Electronic Product Support Website entrance portal.
2. Click on Accept. This displays the Public Applications page.
3. If you have an AEPS account, go to step 4 below. First time users, click on How to Enter AEPS and then follow instructions for Government Contractors to establish an AEPS account.
4. Click on Enter AEPS and enter your UserID and Password.
5. Under Popular Applications, click on Contractor Demil Code Query which displays an interactive searchable database containing all part numbers that have been assigned a National Stock Number (NSN) in the FLIS.
6. Click on the icon Demilitarization Code Definitions provided on this web page. Print these definitions for future reference and close the screen.

B. The Contractors demilitarization requirement:

1. The Contractors demilitarization requirement is based on the demilitarization code (A, B, C, D, E, F, G, P or Q) assigned to the property and its corresponding definition.
2. Identify the current demilitarization code assigned by entering the part number (P/N) or National Item Identification Number (NIIN) of the property in question and click on Enter.
 Note: If an NSN has NOT been assigned to the property in question, the demilitarization code for the property is not in this database. Contact the PCO for the demilitarization requirements for property if the demilitarization code could not be identified in this database.
3. Result will be the current demilitarization code. Match the demilitarization code with its definition. Demilitarize excess property in accordance with the demilitarization code definition.

C. Due to numerous variables, the Government may not know which disposal option is most advantageous for GFE until the end of the contract. Three GFE disposal options available to the Government are:

Option 1:

1. Have the Contractor demilitarize the excess GFE per the assigned demilitarization code.
2. The cost of Contractor demilitarization will be negotiated.
3. The PCO will provide the Contractor with the pertinent demilitarization instructions for property without codes assigned.
4. The PCO will ensure that demilitarization certification and verification is properly documented.

Option 2:

1. Abandon or sell the excess GFE and transfer the title to the Contractor.
2. Prior to the Government transferring the title of demilitarized or un-demilitarized excess GFE and regardless of its serviceability, all TSC laws must be satisfied. Therefore, the Contractor must be in possession of an approved end use certificate (EUC), DLA Form 1822, before the Government transfers title to the property.
3. The EUC is the U.S. Government's instrument to ensure the Contractor is aware of and agrees to assume the responsibility for future TSC requirements and demilitarization cost and liabilities for the excess GFE. The demilitarization and TSC requirements for MLI/CLE do not diminish over time. For complete TSC requirements, see paragraph IX of this clause and DoD 4160.21-M-1, Demilitarization and TSCs Manual.
4. Contractors and other persons must obtain the permission of the PCO prior to any subsequent disposition or sale. Any subsequent disposition or sale will be accomplished in accordance with DoD 4160.21-M-1, Demilitarization and TSCs Manual.

Option 3:

The Contractor returns excess GFE to the Government's control for disposal and the Government ensures adequate disposal occurs per DoD 4160.21-M-1, Demilitarization and TSCs Manual.

IX. Demilitarization and Trade Security Controls Matrix

Table 2-1. Demilitarization and/or no demilitarization and/or trade security controls and/or end use certificate matrix

	Demil Code	Demil Req'd	No Demil Req'd	TSC Required
Non-MLI/or Non-CCLI	A Commercial		X	
MLI-Non-SME	B		X	X EUC DLA Form 1822
MLI/SME	C	X		X EUC DLA Form 1822
MLI/SME	D	X		X EUC DLA Form 1822
MLI/Non-SME	E	X		X EUC DLA Form 1822

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MLI/SME	F	X		X EUC DLA Form 1822
MLISME	G	X		X EUC DLA Form 1822
MLI/SME	P	X		X EUC DLA Form 1822
EAR/CCLI	Q Dual Use/ Commercial		X	X EUC DLA Form 1822

HS7144

(End of clause)

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB/2012
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB/2012
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-13	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-16	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-18	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-19	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-20	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	MAR/2012
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT/2010
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-27	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-29	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-30	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-31	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-32	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-36	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-38	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR/2003
I-39	52.232-1	PAYMENTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-11	EXTRAS	APR/1984
I-42	52.232-17	INTEREST	OCT/2010
I-43	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-44	52.232-25	PROMPT PAYMENT	OCT/2008
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-46	52.233-1	DISPUTES	JUL/2002
I-47	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-48	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-51	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-52	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-54	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-55	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-56	52.248-1	VALUE ENGINEERING	OCT/2010
I-57	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012

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I-58	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-59	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-60	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-61	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-62	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-63	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-64	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-65	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-66	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-67	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-68	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-69	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-70	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM	JUN/2012
I-71	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	JUN/2012
I-72	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-73	252.225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP/2006
I-74	252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	JUN/2012
I-75	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-76	252.225-7013	DUTY-FREE ENTRY	JAN/2012
I-77	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-79	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-80	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-81	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-82	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-83	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-84	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-85	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-86	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-87	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JUN/2012
I-88	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-89	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-90	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	SEP/2010
I-91	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-92	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	FEB/2007

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 365 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

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Name of Offeror or Contractor:

I-93

52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2012

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

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

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

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

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

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

(3) For long-term contracts

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

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

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

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

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

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

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

(End of clause)

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I-94

52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

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

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

Material	Identification No.
(If none, insert None)	

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-95

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

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Name of Offeror or Contractor:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-96 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

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

(End of Clause)

I-97 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

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

(End of Clause)

I-98 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

(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-99 252.223-7001 HAZARD WARNING LABELS DEC/1991

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

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

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

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

MATERIAL (If None, Insert None.) ACT

_____	_____
_____	_____
_____	_____

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

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

(End of clause)

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I-100 252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES JAN/2012
 (DEV 2012- CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)
 00005)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to--

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

I-101 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE JAN/2012
 (DEV 2012- UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-
 00005) 00005)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

I-102 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
 (TACOM)

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

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

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

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

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

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

[End of Clause]

Name of Offeror or Contractor:

I-103 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM

APR/2006

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

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

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

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	24-JUL-2012	002	DATA
Exhibit B	DOCUMENT SUMMARY LIST	24-JUL-2012	001	DATA
Regulatory Cite	Title	Date		
J-1	52.204-4500 TACOM (RI) TACOM (RI)	ADDITIONAL ATTACHMENTS		FEB/2012

The following documents are hereby attached by reference and may form a part of this acquisition. These documents, available in electronic format on the internet at: http://contracting.tacom.army.mil/acqinfo/SolAtchARDEC_ECBC.htm are Standard Solicitation Attachments. Vendors should ensure that they have the correct attachments in their possession prior to submitting a bid/proposal/quote.

Title	Date	Number of Pages
Address Code Distribution	2006	1 Pg
Address List	2006	1 Pg
Data Delivery Description Engineering Change Proposal	JUL 2001	9 Pgs
Data Delivery Description Notice of Revision	JUL 2001	2 Pgs
Data Delivery Description Request for Deviation	JUL 2001	4 Pgs
Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2012

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 332911.

(2) The small business size standard is 500.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ (A) Basic.

___ (B) Alternate I.

Name of Offeror or Contractor:

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

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

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

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

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

___ Use with Alternate I.

___ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at *HYPERLINK "https://www.acquisition.gov/"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 No.	Title	Date	Change

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

(End of provision)

K-6	52.215-4005	MINIMUM ACCEPTANCE PERIOD	OCT/1985
	(TACOM)		

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

(b) The Government requires a minimum acceptance period of 90 calendar days.

Name of Offeror or Contractor:

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

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

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

(End of Provision)

K-7 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES AUG/1987

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

(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-9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2012

(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

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in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

K-10

52.225-18

PLACE OF MANUFACTURE

SEP/2006

(a) Definitions. As used in this clause

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

Name of Offeror or Contractor:

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

(2) Outside the United States.

(End of provision)

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

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

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

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

(b) The Offeror represents that--

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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

(End of provision)

K-12	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Name of Offeror or Contractor:

K-14 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

[End of Provision]

K-15 52.211-4038 REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM APR/1997
(TACOM)

Manufacturers whose part number is not listed in the Schedule or in the Technical Data Package, but who have successfully manufactured and supplied the required item to a firm whose part number is set forth in the Schedule or Technical Data Package, must complete the following certificate if they wish to submit a responsive offer on the basis of their nonlisted part numbers.

REPRESENTATION

(1) On (date) _____ we manufactured and supplied to (approved manufacturer) _____ items to which we have assigned our part number _____.
(Approved manufacturer) _____ then redesignated our item with their part number _____ without reworking or modifying our item in any way, and without rejecting more than _____% of the _____ total items we supplied them for failure to conform to specification.

(2) Our redesignated item is in continued satisfactory use, and the approved manufacturer has furnished us no unresolved report of deficiencies in our item as previously supplied to them, or as currently being produced for them.

(3) We will supply items to the Government under our part number _____ that are identical to items supplied by (approved manufacturer) _____ under their part number _____.

[End of Provision]

K-16 52.215-4010 AUTHORIZED NEGOTIATORS JUN/2008
(TACOM)

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

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

Name of Offeror or Contractor:

K-17 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
(TACOM)

OCT/2008

(a) Definitions.

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

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

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

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

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

[End of Provision]

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.211-14	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-6	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-7	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 Director, Procurement Operations, DLA Land - Warren, ATTN: ZG, Mail Stop 729, 6501 E. Eleven Mile Road, Warren, MI 48397-5000 .

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

(End of Provision)

L-8	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

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Name of Offeror or Contractor:

L-9 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

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

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

L-11 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

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

(End of clause)

L-12 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004
(TACOM) (NEGOTIATED)

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

(b) Definitions:

- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
- (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste

Name of Offeror or Contractor:

including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

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

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

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

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

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

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

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

[End of Provision]

L-13

52.211-4048
(TACOM)

NOTICE REGARDING REQUIRED MANUFACTURER'S PART NUMBER

FEB/1998

(a) Please see the provision entitled ACQUISITION OF MANUFACTURER'S PART NUMBER in this solicitation. As stated there, this acquisition is restricted to the manufacturer's part number or numbers identified in the Schedule (Section B), or in the Technical Data Package. Thus, with the exceptions described in paragraph b. below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, offers that propose to furnish any alternative to the required manufacturer's part number(s) will not be considered for contract award. It is understood that, by submitting an offer under this solicitation, offeror agrees to supply one of the required part numbers unless he meets the conditions set forth either in paragraph (b) below or in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM.

(b) Required Approval for Equivalent Items

(1) If a firm manufactures an item which it believes to be totally equivalent to the required item(s), it may submit an offer based on the equivalent item if the following conditions are met:

(i) Prior to receipt of this solicitation, the firm must have received written TACOM approval of a test procedure on its nonlisted item.

(ii) The firm must indicate in its offer the date of the written TACOM approval of its test procedure, and the name and title of the approving official.

(iii) The firm indicates in its offer that it is in the process of having its item independently tested per the approved test procedure to demonstrate full physical, functional, and mechanical interchangeability of its part with an already approved part cited in this solicitation, or that it is awaiting final TACOM engineering approval of the summary report furnished at the conclusion of independent testing; and

(iv) The firm must have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

(2) Notwithstanding the foregoing, the Government expressly reserves to the Procuring Contracting Officer the right to waive the conditions set forth in paragraph (b)1 above in making an award when it is clearly established, in his sole discretion, that written approval from TACOM engineering of a nonlisted part number can be obtained without delay in the anticipated date of award.

When the foregoing conditions are met, the Government reserves the right to make an award for a nonlisted item. In no other instance will award be made to any firm that does not agree to furnish one of the required part numbers listed in this solicitation.

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

L-14 52.211-4049 PART NUMBERS NOT CURRENTLY APPROVED NOV/1982
(TACOM)

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

[End of Provision]

L-15 52.211-4050 NOTICE REGARDING SOURCE-CONTROLLED CONTRACT ITEMS FEB/1998
(TACOM)

(a) The drawings in the Technical Data Package for this requirement contain reference notes indicating one or more sources of supply that have previously furnished the items depicted on the drawings. Such notes also specify some sort of approval requirement, typically phrased in one of the following ways:

- (1) or equal
- (2) or approved substantial equal
- (3) Ordnance Corps approval required
- (4) Ordnance Corps engineering approval required

(b) With the exceptions described in paragraph (c) below, and in the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM, the listing of sources of supply on drawings with such approval requirements means that only those listed sources may furnish the items depicted on such drawings. Thus, any offeror responding to this solicitation and not meeting the exception criteria set forth herein will be deemed to have agreed to furnish the contract item from a listed source.

(c) Required Approval for Nonlisted Part Number:

(1) When the following conditions are met, the Government reserves the right to consider and accept an offer conditioned on a manufacturer's part number not cited in the Technical Data Package. In order to be eligible for such consideration, any firm offering a nonlisted part number must:

- have received, prior to receipt of this solicitation, written TACOM approval of a test plan on its item, designed to demonstrate that the nonlisted part is physically, functionally, and mechanically interchangeable with the listed part number(s) cited herein;
- indicate in its offer the date of the formal TACOM approval of the test plan, and the name and title of the approving official;
- be in the process of having its nonlisted part number tested by an independent testing facility under the terms of the approved plan, or be awaiting final TACOM engineering approval of the summary report furnished at the conclusion of testing; and
- have secured final written approval of its part from TACOM engineering by the time of bid opening, (in the case of formally advertised acquisitions), or by the time of contract award, (in the case of negotiated acquisitions).

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

(d) Any firm that cannot comply with conditions in paragraph (c) above upon submission of its offer under this solicitation, but that believes one of its part numbers to be equivalent to the approved part number(s) cited in this solicitation, is invited to begin

Name of Offeror or Contractor:

the qualification procedure to gain approval of such nonlisted part number for purposes of future acquisition action. Please see the provision entitled PART NUMBERS NOT CURRENTLY APPROVED, which is located elsewhere in this Section L.

[End of Provision]

L-16 52.211-4052 SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA NOV/1982
(TACOM) REQUIREMENTS

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

[End of Provision]

L-17 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES MAR/1989
(TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

L-18 52.215-20 REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA, ALT. IV OCT/1997
dated Oct. 1997

(a) Submission of cost or pricing data (defined in FAR 2.101) is not required. To determine reasonableness of the offered price(s), if the contracting officer determines it is necessary to obtain supporting information from the offeror, the contracting officer reserves the right to require the offeror to submit the information described in (b) below. If that information is inapplicable or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (c) below.

(b) The offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

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

(2) For catalog, price list or other items, evidence of prices charged customers in the commercial market, under similar circumstances. This may include copies of contracts (or invoices) with commercial customers to document the prices charged.

(c) If the contracting officer determines this necessary, the offeror shall submit a breakdown of the elements of cost (material, labor, overheads, other direct costs, packaging, G&A, profit or fee, etc.) used in the development of (or to support) the proposed price. For each of these elements of cost, the contracting officer reserves the right to require the offeror to also provide enough supporting detail and/or rationale to enable the contracting officer to evaluate the reasonableness of the cost element.

(d) The electronic format and media for any information the offeror submits under this clause should meet the guidance in this Website:

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

[End of clause]

L-19 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES NOV/2008
(TACOM) (NON-US POSTAL SERVICE MAIL)

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Name of Offeror or Contractor:

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

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

DLA Warren
c/o US Army TACOM-LCMC
Contracting Center
Offer Receipt Office, Building 231, Room 1300, AMSCC-TAC-HMG
6501 East 11 Mile Road
Warren, MI. 48397-0001

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

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

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

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

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

L-20 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

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

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

[End of Provision]

L-21 52.217-4004 DESTINATIONS FOR OPTION QUANTITIES FEB/1994
(TACOM)

To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

(End of Provision)

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9000

APR/2009

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

NOTE: DLA Agency Protests for DLA Warren shall be filed with:

Chief of the Contracting Office
DLA Land Warren
Mail Stop 729; ZG
6501 E. Eleven Mile Road
Warren, MI 48397-5000

Contracting Officer Protests shall be submitted to the Contracting Officer designated in the solicitation.

L-23 52.245-4002 ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING MAR/1996
(TACOM)

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and non-everable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and non-severable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES--EVALUATION OF OFFERS	APR/2003
M-3	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001

(a) We'll award a contract to the offeror that:

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-4	52.217-4003 (TACOM)	EVALUATION OF INCOMPLETE OPTION PRICING	FEB/1998
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(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

(End of Provision)

CONTRACT DATA REQUIREMENTS LIST
 DD FORM 1423 (MECHANIZED)

CATEGORY: MISC SYSTEM/ITEM: SERVOVALVE
 TO CONTRACT/PR: EH26E120EH
 NSN: 1015-00-088-3805

1. SEQUENCE NUMBER		14. DRFT/REG/REPRO
2. TITLE OF DATA ITEM		DISTRIBUTION COPIES
3. SUBTITLE		
4. DATA ITEM NUMBER		
5. CONTRACT REFERENCE		
6. TECHNICAL OFFICE	7. DD 250	8. APP CODE
10. FREQUENCY		11. AS OF DATE
12. DATE OF 1ST SUBMISSION		13. DATE OF SUBSEQUENT SUBMISSION

1. A001		14.
		SEE ADDRESS CODE / /
2. ENGINEERING CHANGE PROPOSAL (ECP)		DISTRIBUTION
		ATTACHED***
3.		
4. DI-CMAN-80639C*		

5. SECTION C

6. RDAR-EIS-PDR	7. LT	8. -	9. **
10. ASREQ	11. ---	15. TOTAL	0/ 0/ 0
12. ASREQ	13. ASREQ		

16. REMARKS
 *DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF THE ECP. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **DIST STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MGR. ***SUBMIT ELECTRONICALLY TO \HYPERLINK "mailto:usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil"usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT \HYPERLINK "https://www.pica.army.mil/prod_techdata/cmdocs-links.htm"https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS)..

1. A002		14.
		SEE ADDRESS CODE / /
2. REQUEST FOR DEVIATION (RFD)****		DISTRIBUTION
		ATTACHED***
3.		
4. DI-CMAN-80640C*		

5. SECTION C

6. RDAR-EIS-PDR	7. LT	8. -	9. **
10. ASREQ	11. ---	15. TOTAL	0/ 0/ 0
12. ASREQ	13. ASREQ		

16. REMARKS
 *DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF RFD. ADEQUATE DATA/ANALYSIS/TESTING TO SUPPORT THE POSITION RELATIV

E TO PARAGRAPH 24 AND 25 OF DATA DELIVERY DESCRIPTION SHALL BE INCLUDED. CONTRACTOR FORMAT IS ACCEPTABLE, BUT DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIG MGR. ***SUBMIT ELECTRONICALLY TO *HYPERLINK "mailto:Usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil"usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil. ELECTRONIC FILES MUST BE LESS

THAN 7MB. THE FORMS LOCATED AT *HYPERLINK "https://www.pica.army.mil/prod_techdata/cmdocs-links.htm"https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED

METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS).

***THE CONTRACTOR SHALL IDENTIFY IF THE RFD IS PRIOR TO MFG OR NON-CONFORMING MTRL. A PRIOR TO MFG DESCRIBES A PROPOSED DEPARTURE FROM CONFIG DOCS FOR A SPECIFIC NUMBER OF UNITS OR FOR A SPECIFIED PERIOD OF TIME. A NON-CONFORMING MTRL RFD IS USED TO OBTAIN AUTH TO DELIVER NON-CONFORMING MTRL WHICH DOES NOT MEET THE CONFIG DOCS BUT IS SUITABLE FOR USE AS IS OR AFTER REPAIR.

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|-----------------------------|-----------|------------------|------------|--|
| 1. A003 | | 14. | | |
| | | SEE ADDRESS CODE | / / | |
| 2. NOTICE OF REVISION (NOR) | | DISTRIBUTION | | |
| | | | ATTACHED** | |
| 3. | | | | |
| 4. DI-CMAN-80642C* | | | | |
| 5. SECTION C | | | | |
| 6. RDAR-EIS-PDR | 7. LT | 8. - | 9. ** | |
| 10. ASREQ | 11. --- | 15. TOTAL | 0/ 0/ 0 | |
| 12. ASREQ | 13. ASREQ | | | |

16. REMARKS

*DELETE PARAGRAPH 2 OF DID. SEE ATTACHED DATA DELIVERY DESCRIPTION FOR CONTENT OF NOR. CONTRACTOR FORMAT IS ACCEPTABLE, DATA MUST BE IN GOVT COMPATIBLE SOFTWARE (I.E., MICROSOFT OFFICE). **SUBMIT ELECTRONICALLY TO *HYPERLINK "mailto:Usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil"usarmy.RIA.ardec.mbx.ardec-ecp-input@mail.mil. ELECTRONIC FILES MUST BE LESS THAN 7MB. THE FORMS LOCATED AT *HYPERLINK "https://www.pica.army.mil/prod_techdata/cmdocs-links.htm"https://www.pica.army.mil/prod_techdata/cmdocs-links.htm ARE THE PREFERRED METHOD OF SUBMISSION FOR THIS DATA ITEM (DD FORMS). ***THE DISTRIBUTION STATEMENT WILL BE ASSIGNED AND IMPLEMENTED BY THE DOD CONFIGURATION MANAGER.

DATE: 21 JUN 12

DOCUMENT SUMMARY LIST

Item: SERVOVALVE
 NSN: 1015-00-088-3805
 Control Number/PRON: EH26E120EH

Identifies all first tier documents (cited in SOW) (applicable DIDs). Also included are all referenced documents (2nd, (includes DID block 10 references), 3rd and lower tier) which have been tailored.

DOCUMENT CATEGORY:

CATEGORY 0 - Unless otherwise specified in the solicitation, contract, or contract modifications, all documents are for guidance and information only.

CATEGORY 1 - The requirements contained in the directly cited document are contractually applicable to the extent specified. All referenced documents are for guidance and information only.

CATEGORY 2 - The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. All subsequently referenced documents are for guidance and information only.

CATEGORY 3 - Unless otherwise specified in the solicitation, contract or contract modification, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified.

Document Number (Contract Reference) Applicable Tailoring	Document Title	Document Date/ Document Category
1a. N/A	Section C titled: Configuration Management Documentation	N/A Cat 2
1b. DI-CMAN-80639C (seq A001)	Engineering Change Proposal (ECP)	30 Sep 00 Cat 1
1c. DI-CMAN-80640C (seq A002)	Request for Deviation (RFD)	30 Sep 00 Cat 1
1d. DI-CMAN-80642C (seq A003)	Notice of Revision (NOR)	30 Sep 00 Cat 1